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MINUTES OF MEETING  
UNION REPRESENTATIVES OF THE JOINT WESTERN AREA COMMITTEE  
AND  
REPRESENTATIVES OF LOCAL UNIONS

Monday - February 8, 1965 at 10:00 A. M.

Monterey Room of the Sir Francis Drake Hotel

San Francisco, California

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The meeting was called to order at 10:00 A.M., Monday, February 8, 1965, by Joseph Diviny, Chairman.

1. Roll call of the Union members of the Joint Western Area Committee showed the following members present:

George King	Bernard W. Volkoff
George Rohrer	Harry Kachadoorian
Verne Milton	Harry Bath
Floyd Mendenhall	Wm. O'Connell
Guy Downing	B. M. Waggoner
	Fullmer Latter

2. The Minutes of the meeting of the Union members of the Joint Western Area Committee and Local Union Representatives held on Monday, November 9, 1964 were approved as mailed.

3. In addition to those members of the Committee listed above, the following representatives of Local Unions, etc., were present in the meeting:

Al Brundage, Attorney		Frank Wilson	Local 467
John T. Williams	Local 208	W. D. Dyer	Local 224
Frank Booker	Local 886	G. E. Bedford	S. C. J. S. C.
F. T. Baldwin	Local 483	J. Perkins	Local 692
Art Trimble	Local 741	Howard Yeager	Local 150
Weldon A. Wirt	Local 224	Manuel Magan	Local 208
Curt Steward	Local 150	Robert Mossberger	Local 17
Pete Kurbatoff	Local 235	Cliff Jameson	Local 186
Edward Shapiro	Local 208	Robert A. Shaw	Local 962
Charles Brenner	Local 208	E. DeCosta	Local 70
Frank J. Matula, Jr.	Local 396	Jack Goldberger	I. B. T.
Joe McBride	Local 186	George Mock	I. B. T.
Charles H. Ward	Local 962	W. Dyer	Local 224
Ted Kaufman	Local 70	Dave McLanahan	Local 468
Dan Feins, Attorney		Lloyd Hildreth	Local 223
Allen Griggs	Local 492	Lee Smith	Local 961
W. B. Patton, Jr.	Local 208	Al Winters	Local 287
William Croysdill	Local 208		
Clifford Beach	Local 886		
Bill Martin	Local 741		
E. G. Johnson	Local 690		



4. The following Committees were then named by the Chairman for the hearing of Cases on the Joint Agenda:

O. T. R. (MAIN) COMMITTEE

Joseph Diviny, Chairman  
Clyde Crosby  
George King  
Harry Bath  
Verne Milton  
Fullmer Latter  
Fred Hofmann

Ernie Hinch - Secretary  
Manny Joseph - Sgt. at Arms

SUB-COMMITTEE ON LOCAL OPERATIONS

Gerald Shearin - Chairman  
George Rohrer  
Bernard Volkoff  
Guy Downing  
  
Ed Blackmarr - Secretary  
Gene Bedford - Sgt. at Arms

CHANGE OF OPERATIONS COMMITTEE

Bill Waggoner - Chairman  
John LaNear  
Floyd Mendenhall  
Harry Kachadoorian

Robert Rampy  
Wm. O'Connell  
  
Joe Morrill - Secretary  
Hugo Wagner - Sgt. at Arms

5. The following Powers of Attorney were approved by the Western Master Freight Division:

A & B Garment Delivery of San Francisco - OTR - Concurrence from L. U. 150 - July 15, 1964 - Approved - WMFD - 11-23-64.

Bekins Van Lines, Co. - AT&S - Concurrence from L. U. 495 - 12-8-64 - Approved - WMFD - 1-4-65.

Crail Transportation Co., - Oilfield Equipment Wage - Concurrence from L. U. 692 - 7-23-64 - Approved - WMFD - 11-23-64.

Di Salvo Trucking Co. - Office - Concurrence from L. U. 856 - 6-30-64 - Approved - WMFD - 11-23-64.

Federal Refrigerated Transportation, Inc. - OTR - P&D - Concurrence from L. U. 208 - 12-28-64 - Concurrence from L. U. 224 - 12-28-64 - Approved - WMFD - 1-4-65.

Garrett & Thomas Livestock Transportation, Inc. - Livestock Wage - Concurrence from L. U. 224 - 12-16-64 - Approved - WMFD - 12-21-64.

Halbert Brothers, Inc. - P&D - Rigging - Oilfield - Concurrence from L. U. 692 - 6-30-64 - Concurrence from L. U. 208 - 7-1-64 - Approved - WMFD - 11-23-64.

IML Freight, Inc. - Office - Concurrence from L. U. 287 - 10-21-64 - Approved - WMFD - 11-23-64.

NAME CHANGE - Jake's Trucking Co. (Now known as FALCON FREIGHT)-Approved - WMFD - 1-29-65.



Powers of Attorney - continued

Kern Valley Transfer - OTR - P&D - Concurrence from L. U. 150 - 1-25-65 - Approved - WMFD - 1-29-65 - Concurrence from L. U. 208 - 1-26-65 - Approved - WMFD - 1-29-65.

Lawlor Motor Express - OTR - Local P&D - Concurrence from L. U. 85 - 6-18-64 - Approved - WMFD - 11-23-64.

Lodi Truck Service - P&D - Concurrence from L. U. 208 - 10-15-64 - Approved - WMFD - 11-23-64.

O & H Trucking - P&D - Concurrence from L. U. 357 - 7-16-64 - Approved - WMFD - 11-23-64.

Quick Service Transfer Co. - P&D - Rigging Operations - Concurrence from L. U. 208 - 6-26-64 - Approved - WMFD - 11-23-64.

Robertson Drayage Co., Inc. - Local P&D - Office - Concurrence from L. U. 85 - 9-24-64. - Concurrence from L. U. 856 - 10-64 - Approved - WMFD - 11-23-64.

Rowe Transportation - P&D - Concurrence from L. U. 208 - 8-10-64 - Approved - WMFD - 11-23-64.

Southern Tank Lines - California TT - Concurrence from L. U. 315 - 10-14-64 - Concurrence from L. U. 692 - 10-5-64 - Approved - WMFD - 11-23-64.

Thompson Bros. Inc. - Nat'l. M & Local P&D - Concurrence from L. U. 70 - 1-14-65 - Approved - WMFD - 1-19-65.

NAME CHANGE - Walkup's Merchants Express (Formerly Merchants Express of California) - Approved - WMFD - 1-29-65.

White's Transportation - OTR - Concurrence from L. U. 224 - 11-30-64 - Approved - WMFD - 12-7-64.

6. The following requests for Standard Contract participation were approved by the Western Master Freight Division as of the dates shown and read into the record:

Asco Builders, Inc. and L. U. 104 - Nat'l. Master - OTR - Approved - WMFD - 1-8-65.

B-Line Transport Inc. and L. U. 741 - Nat'l. Master - OTR - P&D - Approved - WMFD - 1-4-65.

Blue Bird Transfer and L. U. 501 - Nat'l. Master - P&D - Approved - WMFD - 12-21-64.

Bower Trucking & Warehouse Co., and L. U. 501 - Nat'l. Master - P&D - Approved - WMFD - 12-21-64.

Central Transportation Co., and L. U. 208 - Nat'l. Master & P&D - Approved - WMFD - 12-7-64.



Standard Contract Participation - continued

Cone Transport Company and L. U. 208 - Nat'l. Master - P&D - Approved - WMFD - 12-7-64.

Cooper Truck Line and L. U. 501 - Nat'l. Master - P&D - Approved - WMFD - 12-21-64.

Desert Empire Express and L. U. 208 - Nat'l. Master - P&D - Approved - WMFD - 12-21-64.

Kroehler Mfg. Co. and L. U. 501 - Nat'l. Master - OTR - Approved - WMFD - 1-18-65.

Oak Harbor Freight Lines & Peninsula Truck Lines and L. U. 741 - Nat'l. Master - OTR - P&D - Approved - WMFD - 12-29-64.

Qwikway Trucking Co. and L. U. 208 - Nat'l. Master - P&D - Approved - WMFD - 12-7-64.

Rogers Trucking and L. U. 871 - Nat'l. Master - OTR - Approved - WMFD - 12-7-64.

Smith Pipe & Steel (Division United States Freight Co.) and L. U. 104 - Nat'l. Master - OTR - Approved - WMFD - 1-8-65.

Southwest Delivery and L. U. 501 - Nat'l. Master - P&D - Approved - WMFD - 12-21-64.

Thunderbird Freight Lines and L. U. 104 - Nat'l. Master - OTR - P&D - Approved - WMFD - 12-7-64.

Vancouver Fast Freight and L. U. 501 - Nat'l. Master - P&D - Approved - WMFD - 12-21-64.

Weeks Company and L. U. 501 - Nat'l. Master - P&D - Approved - WMFD-12-21-64.

Winans Bros. Trucking Co. and L. U. 467 - Nat'l. Master - OTR - Approved - WMFD - 1-4-65.

The following Companies have signed contracts with Local No. 961, Denver and were approved by the WMFD 12-28-64.:

Bill Clark Truck Lines, Inc. - National Master and Over-the-Road  
Consolidated Freightways - National Master and Over-the-Road  
Denver-Chicago Trucking Co., Inc. - National Master and Over-the-Road  
Denver-Laramie-Walden Trucking Inc. - National Master and Over-the-Road  
Ephraim Freightways - National Master and Over-the-Road  
Garrett Freightlines - National Master and Pick-Up and Delivery  
IML Freight - National Master and Over-the-Road  
Illinois-California Express - National Master and Over-the-Road



Local No. 961, Denver - Continued

Navajo Freight Lines - National Master and Over-the-Road  
North Eastern Motor Freight, Inc. (Westway Motor Freight, Inc.) - National  
Master and Over-the-Road  
Pacific Intermountain Express - National Master and Over-the-Road  
Ringsby Truck Lines, Inc. - National Master and Over-the-Road  
Rio Grande Motor Way - National Master and Over-the Road  
Salt Creek Freightways - National Master and Over-the-Road  
Santa Fe Transportation Co. - National Master and Over-the-Road  
Union Pacific Motor Freight - National Master and Over-the-Road  
Watson-Wilson Transportation System, Inc. - National Master and Over-the-Road

Companies who have come under participation and have been submitted by Local  
Unions since November, 1964 and February, 1965, - "Me Too" Agreements.

Ace Glass Co. Dist.	Reedsport Motor Freight
Asphalt Products Company	Riveria Trucking Co.
Gus Colombo	Rodriquez Trucking
Grayport Transfer and Storage, Inc.	Scherman Bros.
John's Trucking	Skyline
March Transport	Southwest Delivery
Morris Transportation	Sunshine Biscuits, Inc.
Ocean Cargo & Container Service	Todd Freight Lines
Phils Trucking Service	Trend Freight Lines
United Motor Lines	U. S. Wholesale

6. -A

The following Riders and Agreements were approved by the Western Master Freight  
Division:'

(1) Approval of the following Agreements:

Admiral Tank Lines and Teamsters Local No. 741. Eleven Western States  
Area Master Freight Agreement and Washington and Northern Idaho Bulk  
Commodities Transport Tank Supplemental Agreement.

Fedderly Marion Freight Lines, Inc. and Teamsters Local No. 741. Eleven  
Western States Area Master Freight Agreement and Washington and Northern  
Idaho Bulk Commodities Transport Tank Supplemental Agreement.

Harms Pacific Transport, Inc. and Teamsters Local No. 741. Eleven Western  
States Area Master Freight Agreement and Washington and Northern Idaho  
Bulk Commodities Transport Tank Supplemental Agreement.

Northern Freight Lines and Teamsters Local No. 741. Eleven Western States  
Area Master Freight Agreement and Washington and Northern Idaho Bulk  
Commodities Transport Tank Supplemental Agreement.

Northern Pacific Transport Company and Joint Council No. 23. Over-the-Road  
Motor Freight Supplemental Agreement covering operations in the State of  
Montana.



Approval of the following Agreements - continued

Western Tank Lines, Inc. and Teamsters Local No. 741. Eleven Western States Area Master Freight Agreement and Washington and Northern Idaho Bulk Commodities Transport Tank Supplemental Agreement.

Westway Motor Freight, Inc. and Teamsters Local No. 961. Western States Area Over-the-Road Single Man and Sleeper Cab Supplemental PRODUCE Agreement.

(2) Approval of the following Riders:

Amendment to R-#92 - Beardmore Heavy Hauling Division of Consolidated Freightways. The following amendment is made to Supplemental Agreement dated 23rd October, 1964.

Paragraph 3 now reads: "Article 2, Section 5, Article 38, Section 3 and Article 52 shall not be applicable to the employees covered by this Supplement."

Paragraph 3 is changed to read: "Article 38, Section 3 and 4; and Article 52 shall not be applicable to the employees covered by this Supplement."

R-#310 - Colorado Shortline Carriers Association, Inc. and Teamsters Local No. 961. Rider to National Master Freight Agreement.

R-#311 - Colorado Shortline Carriers Association, Inc. and Teamsters Local No. 961. Rider to National Master Freight Agreement and Western States Area Over-the-Road Supplemental Agreement.

R-#312 - Colorado Shortline Carriers Association, Inc. and Teamsters Local No. 17 and Teamsters Local No. 961. Rider to National Master Freight Agreement, Western States Area Over-the-Road Supplemental Agreement and Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement.

R-#313 - Denver-Laramie-Walden Truck Line, Inc. and Teamsters Local No. 307. Rider to National Master Freight Agreement and the Western States Area Pick-Up and Delivery, Local Cartage and Dock Workers Supplemental Agreement.

R-#314 - Westway Motor Freight, Inc. and Teamsters Local No. 961. Rider to National Master Freight Agreement and Western States Area Over-the-Road Supplemental Agreement.

R-#51 - Milwaukee Motor Transportation Co. and Joint Council No. 23. Rider to National Master Freight Agreement and Western States Area Over-the-Road Supplemental Agreement. EXCEPTIONS - HEALTH AND WELFARE, YARD MEN and/or HOSTLERS have been added.

7. Correction of the Union Minutes of the November, 1964 Joint Western Area Committee Meeting. The Rider listed and approved as R-#123 should have been R-#128.



8. Attorney, Al Brundage discussed the problems relative to the piggy back provision of Article 29 of the National Master Freight Agreement .
9. (a) Chairman Diviny appointed a committee of Art Trimble, George Rohrer and Jack Alexander to count and record the results of the Referendum Ballot conducted among Consolidated Freightways transport drivers in Washington, Oregon , Idaho and Montana , on the question of having system or terminal seniority.

Note: The results were as follows:

To retain the present system seniority	211
To go to terminal seniority	65

- (b) Chairman Diviny appointed the following members to be the committee to handle the Automobile Transporters Grievances at the Area Level:

W. D. Dyer	Art Trimble	Dave McClanahan
Lee Smith	Al Winters	Lloyd Hildreth

10. A discussion followed by Attorney Brundage explaining the present status of the Sub-Contracting language as it has been affected by various decisions and rulings.
11. In order to maintain a complete record of the cases heard by the Joint Western Area Committee, the Master Freight Division requested that all deadlocked cases which go to arbitration (either past or future), a copy of the transcript or the Arbitrators award shall be furnished the Coordinator of the Western Master Freight Division.
12. Meeting adjourned at 10:45 A.M., Monday, February 8, 1965.



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MINUTES OF MEETING  
JOINT WESTERN AREA COMMITTEE

February 8, 9, 10, 11, & 12, 1965

SIR FRANCIS DRAKE HOTEL  
SAN FRANCISCO - CALIFORNIA

\* \* \* \* \*

The Joint Western Area Committee convened at 2:00 p. m. , Monday, February 8, 1965, in the Monterey Room of the Sir Francis Drake Hotel in a joint session of the Full Committee of both Employer and Union Representatives.

Under the rotating chairmanship rule of the Committee, the Union named as Chairman of the Joint Committee, Joseph J. Diviny.

1. The Minutes of the previous meeting of the Joint Western Area Committee in the sessions of November 9, 10, 11, 12 & 13, 1964, were approved as previously distributed with the memorandum of correction dated December 15, 1964, re: Case 11-4-1692.
2. Discussion of cases filed with the Joint Western Area Committee after deadline date.
3. The February, 1965 Agenda was approved as revised.
4. The previously appointed Committees remain the same with the exception that J. E. Whitney will not appear on the Union Committee.
5. The proposed Rules of Procedure were referred to the original Committee .
6. The Western States Area Office Employees Supplement had three errors in the printing which it was agreed are corrected to be as follows:
  - (a) Article 55, Section 3 (e) shall read as follows: "All hours worked in excess of eight (8) hours in any twenty-four (24) hour period or forty (40) hours in any one (1) week shall be paid at the rate of one and one-half (1 1/2) times the regular hourly rate, but not both. Overtime shall not be pyramided".
  - (b) "Injury or Illness on Duty" - When an employee is injured on the job he shall receive full pay for that day or his current tour of duty, as the case may be, with a minimum of eight (8) hours pay.
  - (c) Appendix B - Wage schedule Joint Council #38 - Group III - the first line reading 7-1-64 should read first 3 months \$2.65 - second 3 months \$2.70 - second 6 months \$2.75 - thereafter \$2.80.
7. The Full Committee meeting adjourned at 6:15 p. m.

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- A -



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Watson-Wilson Transportation System  
5-4-1315  
Local 468

The Company proposes to remove four sleeper tractors from Oakland, California, where they are presently domiciled.

DISPOSITION: (Change of Operations Committee - Transcript Page 22 - 2/9/65)  
Withdrawn.

\* \* \* \* \*

Case # The Ringsby System  
8-4-1577  
Local 81  
Local 468

It is our desire to change the presently established breaking point on our Oakland/Portland Division run from Medford, Oregon, to Yreka, California.

DECISION: (Change of Operations Committee - Transcript Page 4 - 2/9/65).  
M/m/s/c that the operational change proposed in Case No. 8-4-1577 be approved on a temporary basis, to begin not earlier than February 26, 1965, and to continue until final decision is rendered by this Committee; said temporary approval to be an experimental operation between the points designated in the subject case, with the following provisions:

1. The Company is to prepare and bring forth a record of the single-man operations from Portland to Yreka and return on all of their drivers showing the running times involved and the way freighting time of each driver involved.
2. The Company is to prepare and bring forth the records of the way freighting time of each sleeper operation where way freighting is involved between Yreka and Portland, Oregon for the same period of time.
3. The Company is to prepare and bring forth before this Committee a record of the single-man operations between Portland and Medford and return on running times involving the drivers domiciled in Portland running to Medford, the way freight time involved of the same drivers, and in addition prepare a record of the way freighting of the sleeper operation between Medford and Portland for the period from July, 1964 through December of 1964. These records are to be complete, and will be presented to this Committee at the May, 1965 hearing at which time the Committee will take into consideration and review all the records which have been requested; and a final decision will be made based on the facts presented in this case.

In the event this Sub-committee (or the Main Committee, in the event of a deadlock by this Sub-committee) is unable to reach a decision, the operation shall revert to the Medford break point, as it was before the experimental period.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Pacific Motor Trucking Company  
11-4-1699

Local 57  
Local 81

It is now necessary in order to accommodate a customer needing early morning delivery to Southern Oregon to have a through run direct to Roseburg, rather than two turn-arounds.

DISPOSITION: Withdrawn

\* \* \* \* \*

Case # Pierce Freight Lines Division, Valley Copperstate System  
2-5-1717

Locals: 57, 81, 87, 150, 208, 224, 324, 431, 468,  
911, 962.

Pierce Freight Lines Division, Valley Copperstate System requests the following Change of Operations:

1. The company proposes to lessen the number of protected divisions between Portland and Medford by one schedule, thereby eliminating two bid positions in Medford, Oregon.
2. The company proposes to eliminate the bid run relay schedule which presently operates between Medford and Sacramento. This will also affect the Redding turn drivers at both Medford and Sacramento.
3. The company proposes that the restrictions which are in effect against the utilization of the present sleeper cab equipment for the dropping and picking up of trailers enroute, be removed. The company proposes that it be permitted to operate sleeper cabs in accordance with the provisions of Article 54 of the current agreement.
4. The company proposes to initiate actively at least two additional sleeper cabs at Portland, Oregon.
5. The company proposes that the three affected Medford drivers and the one affected Sacramento driver, be given an opportunity to transfer to Portland, and that they be given first opportunity to accept the new sleeper cab position. Should the affected drivers at Medford and/or Sacramento elect to not accept the sleeper cab positions, they will be given the opportunity to transfer to the Portland extra board, and the sleeper cab positions not filled by the displaced drivers will be offered to the Portland extra board.
6. The company proposes to place these changes into effect on February 22, 1965.

DECISION: (Change of Operations Committee - Transcript Page 55 - 2/10/65)  
M/m/s/ and deadlocked that in Case #2-5-1717 the request of the change of operations of the employer be denied.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Oregon-Nevada-California Fast Freight.

2-5-1718

Local 81

Company requests approval of a Portland-Reedsport turn and a Portland-Winchester Bay turn.

DISPOSITION: (Change of Operations Committee - Transcript Page 53 - 2/10/65)  
Withdrawn

\* \* \* \* \*

Case # Kings County Truck Lines.

2-5-1719

Locals 224, 87

We are presently operating a run originating at our Montebello terminal on a turnaround to Greenfield, California, on a five day per week basis. We propose to reverse this run and originate it at Greenfield on a turnaround to Los Angeles by basing the tractor and driver at Greenfield rather than at Montebello.

DECISION: (Change of Operations Committee- Transcript Page 25 - 2/9/65)  
M/m/s/c that based on the written agreement in the file, it appears that the rules of procedure on agreed-to changes have been complied with and that this agreed-to change be made a matter of record.

\* \* \* \* \*

Case # Navajo Freight Lines, Inc.

2-5-1720

Locals: 180 - 492 - 577

Company be permitted to dispatch all through full loads originating at Los Angeles, California destined to Amarillo and points beyond with the Los Angeles based sleeper teams, and the Los Angeles based drivers be dispatched from Amarillo, Texas to Los Angeles, California with all through full loads originating at Amarillo, Texas and points east and south. Also, the Los Angeles based drivers be permitted to pull any overflow loads that are Albuquerque break loads from Amarillo to Albuquerque.

DISPOSITION: (Change of Operations Committee - Transcript Page 23 - 2/9/65).  
Withdrawn.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Pacific Intermountain Express.  
2-5-1721  
Local 180

DISPATCH RULES COVERING: Kansas City & St. Louis "Thru"  
Operations to Los Angeles, via Alamosa and Los Angeles "Thru"  
Operation to Kansas City & St. Louis, via Alamosa.

DECISION: (Change of Operations Committee - Transcript Page 2 - 2/9/65).  
M/m/s/c that this committee approve the agreement reached between the parties  
as it applies to this proposed change as set forth above; that the question of  
dispatch rules is referred back to the respective parties, and this committee  
retains jurisdiction of this case.

\* \* \* \* \*

Case # Certified Freight Lines, Inc.  
2-5-1722  
Local 186

Certified Freight Lines, Inc. wishes to make application for a  
change of operation establishing two work weeks starting Monday  
through Friday, and Tuesday through Saturday in Teamsters  
Local 186 jurisdiction.

DISPOSITION: (Change of Operations Committee - Transcript Page 24 - 2/9/65).  
Withdrawn.

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Case # Dart Transportation Company.  
2-5-1723  
Local 224

Request for clarification of decision in Case #11-4-1605.

DECISION: (Change of Operations Committee - Transcript Page 135 - 2/11/65).  
M/m/s/c that the decision of this committee in Case #11-4-1605 be ratified and  
confirmed and that Article 5, Section 6 (b) (2) of the National Master Freight  
Agreement is the applicable provision of the Labor Agreement; further, that in  
view of the action taken by the parties since the previous decision of this committee  
and the questions raised by Local 224, it is the determination of this committee as  
follows:

- (1) Mr. Gassett shall be employed at the Company's Los Angeles Terminal as a  
driver in its line operation and shall be entitled to extra work over and above all  
of the Company's bid boards in the Company's line and shortline operations, in  
accordance with his Los Angeles Terminal seniority date.
- (2) Mr. Gassett's Los Angeles Terminal seniority date for job selection purposes  
shall be November 17, 1964.
- (3) Mr. Gassett's seniority date for layoff purposes and fringe benefits shall  
be June 6, 1958.
- (4) It is the recommendation of this Committee that any and all money claims  
heretofore or hereafter filed by any of the parties arising from or involving this  
change of operations be referred to this Committee for decision.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Western Milk Transport, Inc.  
2-5-1724

Local 224

Local Union No. 224 requests clarification of Change of Operations  
Case #8-3-906, regarding Western Milk Transport, Inc.

DISPOSITION: (Change of Operations Committee - Transcript Page 54 - 2/10/65).  
Withdrawn.

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Case # Sea Land of California  
2-5-1725

Local 692

Case #SC-1-65-5158.

JSC Motion: That this committee refers this case to the Change of  
Operations Committee of the Joint Western Area Committee because  
it is apparent there is no agreement between the two (2) Local  
Unions and Company, as indicated in the decision in Case #8 -4-1578.

DECISION: (Change of Operations Committee - Transcript Page 32 - 2/9/65).  
M/m/s/c/ that the decision in Case 8-4-1578 of August 12, 1964, wherein this  
committee moved that the seniority of the displaced 208 men and the seniority of  
the 692 men be dovetailed subject to the approval of both Local Unions and the  
company be amended in view of the fact that Local 692 has not agreed to a dovetail  
situation, and that Article 5, Section 6 (b) (2) of the National Master Freight  
Agreement be applied, and further there shall be no retroactive claims as a result  
of this clarification.

\* \* \* \* \*

Case # United Buckingham Freightlines.  
11-4-1666

Local 483

Union is requesting that the company be directed to bid two runs from  
Boise, Idaho, to Pasco, Washington, with the men to live at Boise  
to be protected on a five day basis.

DECISION: (Change of Operations Committee - Transcript Page 28 - 2/9/65).  
M/m/s/c/ that in answer to the question referred to the Change of Operations  
Sub-committee that under the decision in Case 5-4-1310, as reaffirmed in  
Case 8-4-1603, the Boise drivers did not lose any rights in Pasco as a result of  
the approved operational change for the reason that the only rights they had in  
Pasco were under the provisions of Article 6, Section 6 (b) (2) of the 1961-1964  
Over-the-Road Supplemental Agreement

NOTE: The above decision was protested to the Main Committee. See Main  
Committee for final disposition.

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CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #            Helphrey Motor Freight, Inc.  
2-5-1814  
Locals: 690, 81, 741.

We wish to cancel a Spokane-Yakima Division and a Yakima-Wenatchee-Spokane Division and establish a Portland-Wenatchee run to operate 5 days a week to alternate 3 trips one week and 2 trips the next week.

DECISION: (Change of Operations Committee - Transcript Page 46 - 2/9/65).  
M/m/s/c that as indicated on the agenda, this is an agreed-to change by a communication dated January 25, 1965, received in the Western Master Freight Division office under date of February 11, 1965 to the extent that: "The change of operations referred to in the attached letter is agreed to by the following Local Unions effective February 1, 1965."  
For Local 690, E. G. Johnson; for Local 741, W. H. Martin; for Local 81, Jess Arnold.

\* \* \* \* \*

Case #            Certified Freight Lines, Inc.  
2-5-1815  
Locals: 381, and 224

Certified Freight Lines wishes to make request for approval of a Change of Operations transferring two drivers from Local 381, Santa Maria, to Local 224, Los Angeles, for the purpose of running through schedules from Certified Freight Lines' Los Angeles terminal to it's San Jose terminal, with layover in San Jose and return to Los Angeles the next night.

DECISION: (Change of Operations Committee - Transcript Page 48 - 2/10/65).  
M/m/s/c that in Case 2-5-1815 the operational change as outlined and agreed to by the two Local Unions involved be approved, and that the seniority of the two drivers transferred from Arroyo Grande to Los Angeles shall be as follows:  
(1) They shall have master seniority on the LA-San Jose runs under Article 5, Section 6 (e) of the National Master Freight Agreement.  
(2) Their Los Angeles Terminal seniority shall be at the bottom of the LA board in the order of their company seniority.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-4-1621 Consolidated Freightways.

P&D Local 190 requests that this Company bid a hostler position.  
Dispute

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1726 Consolidated Freightways, Inc.

P & D This claim filed on behalf of Hodges, Lucero, Hansen and Garrimone  
Dispute because of the company shipping out pick-up and delivery equipment  
to other terminals and letting this work out to people not in the  
bargaining unit.

DECISION: (Committee for Local Operations - Transcript Page 14 - 2/9/65).  
M/m/s/c that this Committee retain jurisdiction of this case and that the Company  
and the Union check the records to determine the true facts involved (such as,  
dates and money and which employees) in this case, and bring such facts back  
to this Committee at the next JWAC Committee Meeting.

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1727 Ringsby Truck Lines, Inc.

P & D Employee Gover Lacer, Verl L. Williams and James D. Patterson  
Dispute each claim 2 hours pay at the time and one half rate for October 12  
and 14, 1964.

DECISION: (Committee for Local Operations - Transcript Page 30 - 2/9/65)  
M/m/s/c that the claim of the Union be denied.

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1728 Santa Fe Trail Transportation Co.

P & D Employees Raymond Koch and George Lennick claim loss of pay  
Dispute in the amount of \$72.06 for Koch and \$38.70 for Lennick, because  
company violated the piggyback crew provisions of the pickup and  
delivery supplement.

DECISION: (Committee for Local Operations - Transcript Page 42 - 2/9/65)  
M/m/s/c that there has been before the Multi-Conference Committee a case  
similar to Case No. 2-5-1728, and as soon as this interpretation is available  
by the Multi-Conference Committee it will be applied to this case if it is applicable.  
If not, the entire case will be remanded back to this Committee for a decision.

\* \* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 57, Eugene, Oregon, and  
2-5-1729 Consolidated Freightways, Inc.

P & D The Union contends that due to past practice, Troup should have  
Dispute received no less than 120 hours pay, three forty hour weeks, because  
the intent of the Vacation Clause was not to reduce a long time  
employee's benefits.

DECISION: (Committee for Local Operations - Transcript Page 112 - 2/10/65)  
M/m/s/c that this be referred to the Main Committee.

NOTE: See Main Committee for final disposition.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1730 Interstate Freight Lines, Inc.

P & D The Union contends that when the Company works employees, who  
Dispute are regularly established in a higher classification, on Saturdays,  
they do not pay them according to the higher classification but, at  
a lower rate which the Union contends is a violation.

DECISION: (Committee for Local Operations - Transcript Page 57 - 2/9/65)  
M/m/s/c that the claim of the Union be denied, but in reference thereto, the  
Company should bid premium day work by classification. This decision is in  
accordance with JWC Case No. 9-4-498.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1731 Interstate-Ringsby System.

P & D Local Union No. 81 is claiming that Interstate-Ringsby System  
Dispute violated the seniority rights of employee Robert Cullison on  
December 7, 1964, and the Union is claiming runaround pay for  
Cullison amounting to one hour overtime.

DECISION: (Committee for Local Operations - Transcript Page 70 - 2/9/65)  
M/m/s/c that the claim of the Union be denied.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1732 Interstate Ringsby-System.

P & D Local Union No. 81 is claiming that Interstate-Ringsby System  
Dispute has violated the seniority rights of employee Dinnencenzo by  
assigning work to a junior employee, Robirds, which resulted in  
approximately ten hours overtime over a period of time.

DECISION: (Committee for Local Operations - Transcript Page 78 - 2/9/65)  
M/m/s/c that the pay claim of Dinnencenzo be denied.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1733 Sites Freightlines, Inc.

P & D Local Union No. 81 is claiming twelve (12) days pay from Sites  
Dispute Freightlines, Inc. for Tobey Knittle because after qualifying as a  
regular employee the Company laid him off and worked casual  
employees, and men with less seniority in his stead.

DECISION: (Committee for Local Operations - Transcript Page 83 - 2/9/65)  
M/m/s/c that due to the facts presented in this case, it is moved that employee  
Tobey Knittle be paid eight (8) days pay as full settlement of this claim.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1734 Clark Inland Cartage.

P & D The Union claims that Jack Liedtke was paid off from his house  
Dispute account and another man, Miller put in his place. We claim all  
pay due Liedtke from December 6, 1964 to February 7, 1964.

DECISION: (Committee for Local Operations - Transcript Page 117 - 2/10/65)  
M/m/s/ and deadlocked that the claim of the Union be denied.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1735 Pacific Motor Trucking.

P & D On 9/16 and 17, Jenkins delivered groceries to various grocery  
Dispute stores. We claim the Grocery Drivers Wage Scale for these days.

DECISION: (Committee for Local Operations - Transcript Page 100 - 2/10/65)  
M/M/s/c that due to the particular facts presented in Case #2-5-1735, the position  
of the Union be denied. This shall not be a precedent for future cases of this type.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1736 Pacific Motor Trucking.

P & D On 10-1-64, Federico delivered groceries to various grocery stores.  
Dispute We claim Grocery Drivers wage scale.

DECISION: (Committee for Local Operations - Transcript Page 106 - 2/10/65)  
M/m/s/c that due to the particular facts presented in Case 2-5-1736, the position  
of the Union be denied. This shall not be a precedent for future cases.

NOTE: The above decision was protested to the Main Committee. See  
Main Committee for final disposition. \* \* \* \* \*

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1737 Sterling Transit.

P & D Ever since I have been employed with Sterling Transit I have  
Dispute received along with three other men, two cents above the scale of  
a bobtail. About a month ago, Sterling dropped my pay by one cent  
which is 3 axle 20 ft. or less. Since the Company has been paying  
me this all this time, I feel that it should be settled this way.

DECISION: (Committee for Local Operations - Transcript Page 91 - 2/9/65)  
M/m/s/c that W. Reese is entitled to his personalized rate of pay of \$3.22-1/2  
per hour as a bobtail driver as long as he retains his bobtail bid.

\* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1738 Transport Cartage & Distributing Company

P & D Whereas, the Employer violated the established pay day for the  
Dispute week ending October 9, 1964 - for and on behalf of Arntzen, and  
due to this violation, the Local Union claims 8 hours pay at the  
applicable rate for the dates October 10, 1964, and October 11, 1964.

DISPOSITION: Settled and Withdrawn.

\* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1739 Union Pacific Motor Freight.

P & D The Local Union on behalf of Joseph Horvatin makes claim for all  
Dispute monies earned, 8-28-64 by lease driver, who was brought in and  
performed work which Horvatin was qualified, able and available to  
perform.

DECISION: (Committee for Local Operations - Transcript Page 207 - 2/11/65)  
M/m/s/c that based on the restrictive language of the ramp and shuttle bid, I  
move that the claim of the Union be denied.

\* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1740 Union Pacific Motor Freight.

P & D The Local Union on behalf of George Mitchell makes claim for all  
Dispute monies earned 9-24-64 by lease driver, who was brought in and  
performed work which Mitchell was qualified able and available  
to perform.

DECISION: (Committee for Local Operations - Transcript Page 219- 2/11/65)  
M/m/s/c that due to the particular facts presented in this case, the claim of the  
Union be denied.

\* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1741 Valley Motor Lines.

P & D I started working for Valley on August 28th, in September I worked  
Dispute 17 days, and in October I worked 8 days. The last day I worked in  
October was the 15th. My claim is for the 10 days to October 19th,  
1964 that I was not worked and men with less seniority than I were  
working.

DECISION: (Committee for Local Operations - Transcript Page 188 - 2/11/65)  
M/m/s/c that in the absence of any written agreement as per Article 3, Section 2,  
of the Contract, the claim of the Union be upheld, less any monies earned from any  
other sources, during the period of time claimed for when junior employees might  
have worked.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1742 Western Truck Leasing.

P & D We request Sam West be paid for all time lost since 10/29/64 that  
Dispute casual or junior seniority employees worked.

DECISION: (Committee for Local Operations - Transcript Page 136- 2/10/65)  
M/m/s/c that the claim of the Union be denied.

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-5-1743 Milne Truck Lines.

P & D For and on behalf of Local 357 Members: Employees of Milne Truck  
Dispute Lines. Re-File for Local Union No. 357; company will not abide by  
Article 41, Section 3-A of the WSA PUDS.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-5-1744 Transcon Lines.

P & D R. P. Freeney claims 6 1/2 hours pay, in the amount of \$31.98  
Dispute for violation of his seniority on the following dates: 8/28/64,  
8/31/64 and 9/16/64.

DISPOSITION: Postponed.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
2-5-1745 Griley Security Freight Lines.

P & D Local 467 hereby files a grievance protesting bidding. Griley  
Dispute Security Freight Lines refuses to post all runs and jobs; will only  
post 80%.

DECISION: (Committee for Local Operations - Transcript Page 2 - 2/9/65)  
M/m/s/c that the claim of the Union be denied.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1746 O.N.C. MOTOR Freight System.

P & D A city pickup man was issued a \$12.00 traffic ticket while making a  
Dispute pickup of Company freight. Union claims the Company is responsible  
and should have other means of picking or dropping freight at this  
customer.

DISPOSITION(Committee for Local Operations - Transcript Page 181 - 2/11/65)  
Settled and Withdrawn.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
2-5-1816 California Motor Express.

P & D Company refuses to post regular runs and positions for bid.  
Dispute

DISPOSITION: (Committee for Local Operations - Transcript Page 157 - 2/10/65)  
Postponed.

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1817 I. M. L. Freightlines.

P & D Sunday, September 6, 1964, John Harman and Joe Romero runaround  
Dispute me (Richard Paul Dille) to Ogden.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1818 I. M. L. Freightlines.

P & D Jack D. Pierce, a P&D employee, is turning in claim for 6 hours pay  
Dispute at time and one-half on November 3, 1964, because he was tied up  
behind a picket line at Geneva.

DECISION: (Committee for Local Operations - Transcript Page 261 - 2/12/65)  
M/m/s/c that the decision in Case #2-5-1819 will be the decision in Case #2-5-1818.

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1819 U. P. Motor Freight.

P & D Floyd Lovell and Jack Cox are turning in claim for time lost because  
Dispute of being tied up behind a picket line at Geneva.

DECISION: (Committee for Local Operations - Transcript Page 253 - 2/11/65)  
M/m/s/ and deadlocked that the claim of the Union be denied.  
NOTE: See Main Committee for final disposition.

\* \* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1820 I. M. L. Freightlines.

P & D Larry L. Spence was run around by L. Fisher on short line and  
Dispute received 5 hours and 45 ticks overtime. The difference is \$24.14  
We are therefore asking the above employee be paid this amount.

DECISION: (Committee for Local Operations - Transcript Page 230 - 2/11/65)  
M/m/s/c that based on the facts in this particular case, and since the junior man  
was assigned to heavy duty work when the senior man was not, I move that the  
claim be upheld.

\* \* \* \* \*

Case # Local 448, Missoula, Montana, and  
2-5-1834 Helphrey Motor Freight, Inc.

P & D Union requests 8 hours overtime pay for regular employee Leonard  
Dispute Disbrow and Rodney Johnson for work performed by casual employees  
on Saturday, December 5, 1964.

DECISION: (Committee for Local Operations - Transcript Page 245 - 2/11/65)  
M/m/s/c that in Case No. 2-5-1834 the claim of the senior of the two employees,  
Disbrow and Johnson, be paid. With regard to the claim of the junior of these two  
employees, if the casual, Lich, was a bona fide replacement for the regular  
Tuesday through Saturday employee, Hathaway, then the claim be denied, otherwise  
this claim also shall be paid.

\* \* \* \* \*



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case #

2-5-1747 (L-301) J. VICTOR BENAVIDEZ, member of Local 357, Los Angeles, California. Employee of Star Forwarders, Inc. Request is for a period of ninety (90) days effective November 17, 1964, for the purpose of assuming an exempt position as Assistant Operations Manager on a trial basis.

DECISION: (Sub-Committee - Transcript Page 262 - 2/9/65) Request Approved.

(L-302) WALDO T. DRAKE, member of Local 357, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of ninety (90) days, effective November 16, 1964, for the purpose of training for a supervisory position.

DECISION: (Sub-Committee - Transcript Page 263 - 2/9/65) Request Approved.

(L-303) LEO D. KENNEDY, member of Local 692, Long Beach, California. Employee of M and M Transfer Company. Request is for a period of ninety (90) days effective November 4, 1964, for the purpose of transferring from a "covered position" to a "non-covered" position.

DECISION: (Sub-Committee - Transcript Page 264 - 2/9/65) Request Approved.

(L-304) OVID B. KNAPP, member of Local 208, Los Angeles, California. Employee of Texas-Arizona Motor Freight, Inc. Request is for a period of ninety (90) days effective November 11, 1964, for the purpose of using him as a supervisor.

DECISION: (Sub-Committee - Transcript Page 265 - 2/9/65) Request Approved.

(L-305) DONALD L. WALTON, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of ninety (90) days effective November 20, 1964, for the purpose of working in supervisory position.

DECISION: (Sub-Committee - Transcript Page 266 - 2/9/65) Request approved.

(L-306) HAROLD WOHLBRANDT, member of Local 690, Spokane, Washington. Employee of Wallace Colville Auto Freight, Inc. Request is for a period of ninety (90) days effective November 1, 1964, for the purpose of a trial basis prior to taking over as the Agent, duties for Wallace Colville Auto Freight, Inc. at Coeur d'Alene, Idaho, on a permanent basis. We feel that in handling the situation in this manner, it is fair to both Harold Wohlbrandt and to Wallace Colville Auto Freight.

DECISION: (Sub-Committee - Transcript Page 267 - 2/9/65) Request Approved.

(L-307) JOHN M. SMITH, member of Local 222, Salt Lake City, Utah. Employee of Pacific Intermountain Express Company. Request is for a period of ninety (90) days effective December 1, 1964, for the purpose of becoming a Dock Foreman.

DECISION: (Sub-Committee - Transcript Page 268 - 2/9/65) Request Approved.

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REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case #

2-5-1747 (L-308) JACK D. DAVENPORT, member of Local 898, El Centro, California. Employee of Imperial Truck Lines. Request is for a period of ninety (90) days, effective November 30, 1964, for the purpose of non-covered position with above named company.

DECISION: (Sub-Committee - Transcript Page 269 - 2/9/65). Request Approved.

(L-309) ROBERT TRIGGS, member of Local 208, Los Angeles, California. Employee of Sterling Transit Co., Inc. Request is for a period of thirty (30) days, effective September 28, 1964, for the purpose of accepting a non-covered position as dispatcher.

DECISION: (Sub-Committee - Transcript Page 270 - 2/9/65). Request Approved.

(L-310) B. A. WILLIAMS, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective November 9, 1964 for the purpose of temporarily assuming non-covered position. Health & Welfare and Pension Premiums will be assumed by the company during period of leave.

DECISION: (Sub-Committee - Transcript Page 271 - 2/9/65). Request Approved.

(L-311) JAMES C. ELLIS, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective December 17, 1964, for the purpose of providing relief coverage during vacation periods for linehaul dispatch clerks.

DECISION: (Sub-Committee - Transcript Page 272 - 2/9/65). Request Approved.

(L-312) JAMES J. TOBIN, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of thirty-eight (38) days, effective November 11, 1964, for the purpose of time off - Union activities.

DECISION: (Sub-Committee - Transcript Page 273 - 2/9/65). Request Approved.

(L-313) ROBERT C. MacDOWELL, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of thirty-eight (38) days, effective November 11, 1964, for the purpose of time off - Union activities.

DECISION: (Sub-Committee - Transcript Page 274 - 2/9/65). Request Approved.

(L-314) BARRICK L. ROTCHSTEIN, member of Local 17, Denver, Colorado. Employee of Denver Chicago Trucking Company, Inc. Request is for a period of ninety (90) days, effective January 4, 1965, for the purpose of Supervisory position. NOTE: Original Leave of Absence, commencing May 27, 1963 for a period of ninety (90) days, was granted during the August, 1963 JWC Meetings. Refer to Case #8-3-943 (L-154)

DECISION: (Sub-Committee - Transcript Page 275 - 2/9/65). Request Approved.

\*

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REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case #

2-5-1747 (L-315) DELBERT F. AUDE, member of Local 961, Denver, Colorado. Employee of Rio Grande Motor Way, Inc. Request is for a period of ninety (90) days, effective December 15, 1964, for the purpose of trainee for supervisory capacity for terminal manager.

DECISION: (Sub-Committee - Transcript Page 276 - 2/9/65). Request Approved.

(L-316) MANUEL MAGAN, member of Local 208, Los Angeles, California. Employee of Transport Cartage & Distributing Company. Request is for a period of ninety (90) days, effective January 4, 1965, for the purpose that he was elected as Business Representative for this Local Union.

DECISION: (Sub-Committee - Transcript Page 277 - 2/9/65). Request Approved.

(L-317) ANDREW J. GONZALES, member of Local 357, Los Angeles, California. Employee of Hopper Truck Lines. Request is for a period of ninety (90) days, effective January 1, 1965, for the purpose of taking an exempt position with Company.

DECISION: (Sub-Committee - Transcript Page 278 - 2/9/65). Request Approved.

(L-318) W. BLAINE PATTON, JR., member of Local 208, Los Angeles, California. Employee of Transport Cartage & Distributing Company. Request is for a period of ninety (90) days, effective January 4, 1965, for the purpose that he was elected as Business Representative of this Local Union. NOTE: Original Leave of Absence, commencing August 12, 1963, for a period of thirty (30) days, was granted during the November, 1963 JWC Meetings. Refer to Case #11-3-1069. (L-204) Sixty (60) day extension approved.

DECISION: (Sub-Committee - Transcript Page 279 - 2/9/65). Request Approved.

(L-319) TEMPLE R. WEBB, member of Local 17, Denver, Colorado. Employee of Denver Chicago Truck Co. Request is for a period of ninety (90) days, effective January 4, 1965. No reason given for request of leave.

NOTE: Original Leave of Absence, commencing April 1, 1963 for a period of ninety (90) days was granted during the May, 1963 JWC Meetings. Refer to Case #5-3-800. (L-136).

DECISION: (Sub-Committee - Transcript Page 280 - 2/9/65). Request Approved.

(L-320) VERN L. CAMERON, member of Local 222, Salt Lake City, Utah. Employee of Ringsby Truck Lines. Request is for an extension of ninety (90) days for the purpose of helping the Local Union in the capacity as Business Representative until their presently ill employees are able to return to full time employment.

NOTE: Original Leave of Absence, commencing Oct. 19/64, for a period of 90 days, was granted during the November, 1964 JWC Meetings. Refer to Case #11-4-1634. (L-293).

DECISION: (Sub-Committee - Transcript Page 281 - 2/9/65).

This is an extension which would result in going over the period of 90 days, and the Committee therefore orders Mr. Cameron back on the payroll of Ringsby Truck Lines on or before February 18, 1965.

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REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

Case #1

2-5-1747 (L-321) CHARLES HEWITT, member of Local 962, Medford, Oregon. Employee of Pierce Freight Lines. Request is for a period of ninety (90) days, effective December 7, 1964, for the purpose of qualifying for Mechanic's Helper.

DECISION: (Sub-Committee - Transcript Page 283 - 2/9/65). Request Approved.

(L-322) IVO T. GULLEY, member of Local 224, Los Angeles, California. Employee of Imperial Truck Lines, Inc. Request is for a period of ninety (90) days, effective February 1, 1965, for the purpose of being a driver trainer at Imperial Truck Lines, Inc.

DECISION: (Sub-Committee - Transcript Page 284 - 2/9/65). Request Approved.

(L-323) WALTER J. BURRUS, member of Local 224, Los Angeles, California. Employee of Hopper Truck Lines. Request is for a period of ninety (90) days, effective January 11, 1965, for the purpose of taking an exempt position with Hopper Truck Lines.

DECISION: (Sub-Committee - Transcript Page 285 - 2/9/65). Request Approved.

(L-324) FRED L. BONSER, member of Local 180, Los Angeles, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective January 25, 1965, for the purpose of non-covered position of Transportation Supervisor, in accordance with Article 40, Section 3 of the National Master Freight Agreement and Western States Area Over-the-Road Supplemental Agreement.

DECISION: (Sub-Committee - Transcript Page 286 - 2/9/65). Request Approved.

(L-325) FRANK PISETTI, member of Local 357, Los Angeles, California. Employee of Griley Security Freight Lines, Inc. Request is for a period of sixty (60) days, effective January 18, 1965, for the purpose of taking a Supervisory position with the company.

DECISION: (Sub-Committee - Transcript Page 287 - 2/9/65). Request Approved.

\* \* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-4-1233 Navajo Freight Lines.

OTR Strom and Robertson claim three hours meal time and 1/2 cent a  
Dispute mile for 1,052 miles on two separate trips while hauling Class "B"  
explosives. The explosives in question did not carry the term "fixed".

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 315, Martinez, California, and  
5-4-1395 Everts

OTR Olson claims Redding/Couts Bay/Redding mileage because he was  
Dispute dispatched from San Pablo with Couts Bay load.

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Local 983, Pocatello, Idaho, and  
5-4-1423 Garrett Freightlines

OTR It is the Union's contention that the dispatch orders indicated  
Dispute Pocatello to Great Falls, and that on such a dispatch the Company  
should not be allowed to drop and pick at Butte, Montana, and  
accordingly the Union has filed a runaround claim for the top man  
on the extra board on the date in question.

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
8-4-1531 Valley Motor Lines

OTR Nardico issued warning for receiving speeding citation and not  
Warning reporting citation.  
Notice

DECISION: (Main Committee - Transcript Page 62 - 2/9/65).  
M/m/s/c that the warning letter be withdrawn.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
8-4-1533 Valley Motor Lines

OTR Nardico discharged for speeding citations and failure to report them.  
Discharge Warning in effect in addition to CB-1138.

DECISION: (Main Committee - Transcript Page 63 - 2/9/65).  
M/m/s/c that Mardico be put back to work as of the day he was released from  
industrial compensation.

\* \* \* \* \*

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\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-4-1606 O.N.C.

Clarifi- Creig claims (5) hours runaround out of Medford. Driver was not  
cation dispatched in order and his eight hours were up.

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-4-1618 O.N.C. Fast Freight

Seniority Seniority - Past Practice claim requesting that night seniority men  
Dispute be allowed to exercise their seniority to fill openings on day shift,  
created by vacations or sick leaves on a temporary basis.

DECISION: (Main Committee - Transcript Page 168 - 2/10/65).  
M/m/s/c that based on the language in Joint Council 7 Pick-up and Delivery  
Agreement, the claim of the Union as filed be denied.

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-4-1620 K.G.B. Distributors

P & D Union claims that the men are being instructed and required to sign  
Dispute a truck inspection form required by the Company to whom the trucks  
are leased.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-4-1633 Sea-Land Service, Inc.

P & D Sea-Land Service, Inc. took over the operation of Alaska Freight  
Dispute Lines on or about June 1, 1964. Alaska Freight Lines had previously  
paid vacation benefits on either a 40 hour week basis or 1/52nd.

Our position is they be compensated for a minimum vacation of  
40 hours for each week of vacation due them.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
11-4-1659 Local 468, Oakland, California, and  
O.N.C.

Interpre- Moniz claims (8) hours runaround, that a Sacramento Local man  
tation made two round trips from Sacramento to Oakland and that this  
should have been done by the line driver's extra board out of Oakland.

DISPOSITION: Withdrawn.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-4-1664 Watson Wilson Transportation Co.

OTR Union claims difference in pay between Chicago trip and  
Dispute Albuquerque.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
11-4-1666 United Buckingham Freightlines

OTR Union is requesting that the Company be directed to bid two runs  
Dispute from Boise, Idaho, to Pasco, Washington, with the men to live  
at Boise to be protected on a five day basis.

(Main Committee - Transcript Page 64 - 2/9/65).

This case was referred to the Change of Operations Sub-Committee  
and heard. The decision of the Change of Operations Sub-Committee  
was protested by Local 483. Upon the report of the Change of  
Operations Sub-Committee to the Main Committee, this protest  
was registered. The decision of the Main Committee was as follows:

DECISION: (Main Committee - Transcript Page 525 - 2/12/65)

M/m/s/c that this case be referred back to the company, the Local Union and  
the International Organizer, George Rohrer, in the area, to determine whether  
there is sufficient traffic to warrant two bids in the manner requested.

\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
11-4-1667 Best Way Motor Freight Company

OTR This is an end-of-a-run terminal and the No. 1 driver has pulled  
Dispute this run for 12 years; in fact this is an assigned (bid) run and the  
driver is entitled to all the protections of a bid run.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-4-1670 C. L. & E. (Division O. N. C.)

OTR J.W.C. clarification of Case #8-4-1452. According to the clarifi-  
Dispute cation rendered by the Change of Operations Sub-Committee in  
the August, 1964, J.W.C., it is the position of Local 741 that  
in each of these cases, the Company dispatched or sent a long-line  
driver on a Seattle - Mt. Vernon trip which is in violation of  
agreed upon pick-up and delivery rules.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
 \* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
 11-4-1703 Pacific Intermountain Express

OTR A Salt Lake City based sleeper team of drivers, Perkins and  
 Dispute Brown, claim 18 hours pay for an alleged improper dispatch  
 out of Salt Lake City

DECISION: (Main Committee - Transcript Page 133 - 2/9/65).  
 M/m/s/and deadlocked that the claim in this case be denied, because we do not  
 feel that we ought to have two rules apply under Article 54, Section 3 (a).  
 M/m/s and did not receive a majority vote "that this case go to arbitration".

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
 11-4-1712 Watson Wilson Transportation Company

Interpreta- Employees Alvin Molden, Robert Schmidt and Joe Miltenberger  
 tion each claim \$25.36, in addition to what they were paid for work  
 performed on their sixth day, Saturday, July 4, 1964.

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Pierce Freight Lines Division, Valley Copperstate System  
 2-5-1717

Change Locals involved: 57, Eugene, Oregon  
 of Opera- 81, Portland, Oregon  
 tions 87, Bakersfield, California  
 150, Sacramento, California  
 208, Los Angeles, California  
 224, Los Angeles, California  
 324, Salem, Oregon  
 431, Fresno, California  
 468, Oakland, California  
 911, Klamath Falls, Oregon  
 962, Medford, Oregon

Pierce Freight Lines Division, Valley Copperstate System  
 requests the following Change of Operations:

1. The company proposes to lessen the number of protected divisions between Portland and Medford by one schedule, thereby eliminating two bid positions in Medford, Oregon.
2. The company proposes to eliminate the bid run relay schedule which presently operates between Medford and Sacramento. This will also affect the Redding turn drivers at both Medford and Sacramento.
3. The company proposes that the restrictions which are in effect against the utilization of the present sleeper cab equipment for the dropping and picking up of trailers enroute, be removed. The company proposes that it be permitted to operate sleeper cabs in accordance with the provisions of Article 54 of the current agreement.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

- Case # 2-5-1717 (cont'd)
4. The company proposes to initiate actively at least two additional sleeper cabs at Portland, Oregon.
  5. The company proposes that the three affected Medford drivers and the one affected Sacramento driver, be given an opportunity to transfer to Portland, and that they be given first opportunity to accept the new sleeper cab position. Should the affected drivers at Medford and/or Sacramento elect to not accept the sleeper cab positions, they will be given the opportunity to transfer to the Portland extra board, and the sleeper cab positions not filled by the displaced drivers will be offered to the Portland extra board.
  6. The company proposes to place these changes into effect on February 22, 1965.

DECISION: (Main Committee - Transcript Page 521 - 2/12/65).  
M/m/s/ and deadlocked that the application of Pierce Freight Lines Division, Valley Copperstate System, Case #2-5-1717 be denied.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

- Case # 2-5-1729
- Local 57, Eugene, Oregon, and Consolidated Freightways, Inc.
- P & D Dispute
- The Union contends that due to past practice, Troup should have received no less than 120 hours pay, three forty hour weeks, because the intent of the Vacation Clause was not to reduce a long time employee's benefits.

DISPOSITION: Postponed.

\* \* \* \* \*

- Case # 2-5-1734
- Local 208, Los Angeles, California, and Clark Inland Cartage.
- P & D Dispute
- The Union claims that Jack Liedtke was laid off from his house account and another man, Miller, put in his place. We claim all pay due Liedtke from December 6, 1963 to February 7, 1964.

DECISION: (Main Committee - Transcript Page 540 - 2/12/65).  
M/m/s/ and deadlocked that based on Article 41, Section 3 (a), the Seniority Clause, Liedtke's claim be paid less monies earned elsewhere, and he be put on the house account.  
M/m/s and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1735 Pacific Motor Trucking

P & D On 9/16 and 17, Jenkins delivered groceries to various grocery  
Dispute stores. We claim the Grocery Drivers Wage Scale for these days.

Upon the report of the Committee for Local Operations Sub-Committee being read into the record of the Main Committee, Local 208 protested the decision of the Sub-Committee

DISPOSITION: Postponed to the May JWAC.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1736 Pacific Motor Trucking

P & D On 10/1/64 Federico delivered groceries to various grocery stores.  
Dispute We claim Grocery Drivers Wage Scale.

Upon the report of the Committee for Local Operations Sub-Committee being read into the record of the Main Committee, Local 208 protested the decision of the Sub-Committee.

DISPOSITION: Postponed to the May JWAC.

\* \* \* \* \*

Case # Local 17, Denver, Colorado and  
2-5-1748 Santa Fe Trail Transportation Co.

Termination Bud A. Thoennes states: I am filing a money dispute claim for wages starting September 28, 1964, thru October 8, 1964.

DECISION: (Main Committee - Transcript Page 125 - 2/9/65).  
M/m/s/c that the claim of the Union be upheld.

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-5-1749 Interlines-Blankenship Motor Express.

P & D Wills claims hostler rate of pay from 11/30/64, because he was  
Dispute the hostler prior to that time and was reduced to fork lift scale when he was put on the dock.

DECISION: (Main Committee - Transcript Page 85 - 2/9/65).  
M/m/s/c that the position of the Union be upheld.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-5-1750 Navajo Freight Lines.

P & D Meyer instructed at 11:30 p. m. to deliver a drum of fuel to a  
Dispute stalled truck on the highway at Livermore. The Union claims  
time-and-one-half pay for the whole shift, for delivery away from  
the terminal.

DISPOSITION: (Main Committee - Transcript Page 165 - 2/9/65).  
Withdrawn.

\* \* \* \* \*

Case # Local 78, Oakland, California, and  
2-5-1751 O. N. C.

Auto- Union maintains company in violation of contract using outside  
motive help on Saturday and Sunday to do work, which is a time-and-  
Dispute one-half day, and leaving regular employees home.

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1752 Consolidated Freightways, Inc.

OTR The Union is requesting runaround pay for driver Wiedman in  
Dispute Case 551, and driver Harpster in Case 552, same circumstances.

DECISION: (Main Committee - Transcript Page 50 - 2/9/65).  
M/m/s/ and deadlocked that the position of the Union be upheld.  
M/m/s/and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1753 Los Angeles-Seattle Motor Express

OTR Local Union No. 81, Portland, is claiming runaround pay for  
Dispute driver Demarest, from Los Angeles-Seattle Motor Express, for  
a runaround incurred on 9/22/64.

DISPOSITION: Postponed.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1754 Los Angeles-Seattle Motor Express

OTR Local Union No. 81 alleges that the company failed to furnish  
Dispute transportation to line drivers at their relay point of Yreka,  
California.

DECISION: (Main Committee - Transcript Page 258 - 2/10/65).  
M/m/s/ c that in this case this Committee hold jurisdiction and the company be  
instructed to contact the motels that are closest to the company and try to arrive  
at a commercial rate for the employees employed at Los Angeles-Seattle Motor  
Express on layover at the break point of Yreka.

\* \* \* \* \*

Case # Local 81, Portland, Oregon and  
2-5-1755 Los Angeles-Seattle Motor Express

Warning Local Union 81 protested the issuance of a Warning Letter to  
Letter Robert Mann by Los Angeles-Seattle Motor Express on October  
9, 1964, for alleged failure to be available for work.

DECISION: (Main Committee - Transcript Page 266 - 2/10/65).  
M/m/s/c that the Warning Letter be upheld.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1756 Los Angeles-Seattle Motor Express

OTR Local Union 81 is protesting a pay claim denial for driver Demarest  
Dispute by Los Angeles-Seattle Motor Express for alleged abuse of free  
time at Oakland on trip, October 27 to 29, 1964.

DECISION: (Main Committee - Transcript Page 271 - 2/10/65).  
M/m/s/c that the position of the Union be upheld.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1757 Oregon-Nevada-California Fast Freight

Dis- Local Union 81 is protesting the discharge of Harold Allan  
charge Steneham for alleged dishonesty.

DECISION: (Main Committee - Transcript Page 354 - 2/11/65).  
M/m/s/c that Steneham be given a warning letter for non-productive efforts and  
be returned to work with all seniority rights and no back pay. Any reference to  
dishonesty is to be removed from his file.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1758 Pacific Intermountain Express

OTR The Union is claiming eight (8) hours breakdown pay for sleeper  
Dispute team Smith and Novach.

DISPOSITION: (Main Committee - Transcript Page 202 - 2/10/65).  
Settled and Withdrawn.

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1759 Pacific Intermountain Express

OTR Local 180 takes the position that Pacific Intermountain Express  
Dispute owes O. C. Winn and G. Young, 8 1/2 hours runaround time  
at the rate of \$3.07 per hour.

DECISION: (Main Committee - Transcript Page 209 - 2/10/65).  
M/m/s/c that in Cases 2-5-1772 and 2-5-1759 this committee hold jurisdiction  
and the matter involved in the two cases be referred to the Sleeper Cab Committee  
of the Western Conference, and representatives from PIE and Consolidated, to  
meet and bring a recommendation to this committee  
NOTE: Case 2-5-1772 and 2-5-1759 heard simultaneously.

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
2-5-1760 Airport Drayage

Joint Johnson, Thiel, Hutchins and Urso, claim three hours each at  
Council #7 double time when they were worked starting at 11:00 p.m., on  
Dispute Sunday.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 85, San Francisco, California and  
2-5-1761 Pacific Motor Trucking Co.

MASTER LD-1289 (Local 85 vs PMT). Union claims an agreement between  
Dispute Locals 70 and 85 prohibits the Employer from sending a bobtail  
unit from one jurisdiction into the other to pickup a full box and  
return in a Transbay operation.  
  
LD-1550 (Local 85 vs PMT). Case returned to this Committee as  
no accord reached when case referred to the Negotiating Committee.

DISPOSITION: Postponed.

\* \* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 94, Visalia, California, and  
2-5-1762 Dart Transportation

OTR The Union claims that Dart Transportation discontinued a run  
Dispute prior to receiving approval from the JWC Change of Operations  
Committee. The Union claims time for the time the man was  
improperly laid off before the approval granted at the JWC.

DISPOSITION: (Main Committee - Transcript Page 382 - 2/11/65).  
Settled and Withdrawn.

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1763 Consolidated Copperstate Lines

OTR Local 180 takes the position Consolidated Copperstate should pay  
Dispute W. E. Goode and L. J. Smeykal a full 22 1/2 hours pay time at  
the rate of \$3.07 per hour, less 10 hours which they were paid.

DECISION: (Main Committee - Transcript Page 102 - 2/9/65).  
M/m/s/ and deadlocked that the position of the Union be upheld.  
M/m/s and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1764 Consolidated Copperstate Lines

OTR Local 180 takes the position that Bob Higgins and Mat Sebastian  
Dispute should be paid 10 hours abuse of free time at the rate of \$3.07  
per hour.

DECISION: (Main Committee - Transcript Page 108 - 2/9/65).  
M/m/s/c that the claim of the Union be denied due to the fact that they could  
not get any more trailers into Montebello.

\* \* \* \* \*

Case # Local 180, Los Angeles California, and  
2-5-1765 Consolidated Freightways, Inc.

OTR Local 180 takes the position that Lewis Funk and Paul Johnson  
Dispute should be paid 2 1/2 hours at the rate of \$3.07 per hour.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1766 Consolidated Freightways, Inc

OTR Local 180 takes the position that Consolidated Freightways, Inc.  
Dispute owes H. L. Bennett and S. Williams, 11 1/2 hours abuse of  
free time at the rate of \$3.07 per hour.

DECISION: (Main Committee - Transcript Page 94 - 2/9/65).  
M/m/s/c that based on the facts in this case, the claim be denied.

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1767 Los Angeles Seattle Motor Express

OTR Case #5218: Local 180 takes the position that L. A. Seattle  
Dispute Motor Express owes A. Beppe and A. McCurdy 22 hours runaround  
time at the rate of \$3.07 per hour. A leasee was used when these  
men were in their home terminal and available for work.

Case #5220: Local 180 takes the position that L. A. Seattle Motor  
Express owes J. Parrish 22 3/4 hours at the rate of \$3.07 per hour.  
A leasee was used when Parrish was in his home terminal and  
available for work.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1768 Pacific Intermountain Express

OTR Local 180 takes the position Pacific Intermountain Express owes  
Dispute Ray Cleveland and K. W. Cexton 13 hours breakdown time. A  
total of \$39.91 due each man, plus \$5.48 hotel bill and meals while  
on breakdown.

DECISION: (Main Committee - Transcript Page 275 - 2/11/65).  
M/m/s/ and deadlocked that the breakdown rule apply in this case and the claim  
be denied.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1769 Pacific Intermountain Express

OTR Local 180 takes the position that the Company (Pacific Intermountain  
Dispute Express) owes R. W. Bangham the amount of \$89.83 for a full  
trip to Oakland and return, because he was not properly notified  
to report for duty.

DECISION: (Main Committee - Transcript Page 285 - 2/11/65).  
M/m/s/c that the claim be denied.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1770 Pacific Intermountain Express

OTR Local 180 takes the position Pacific Intermountain Express owes  
Dispute Harold Tiek 52 hours runaround time at the rate of \$3.07 per hour..  
due to the fact the Company did not put his truck back in its  
rightful position when it arrived in Los Angeles.

DECISION: (Main Committee - Transcript Page 293 - 2/11/65).  
M/m/s/c that the claim be denied. However, in the future, the unit has to be  
available for the team when they reach their home terminal on the spare.

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1771 Pacific Intermountain Express

Warning Local 180 takes the position the warning notice given to Paul  
Notice Weisgerber was not justified.

DECISION: (Main Committee - Transcript Page 300 - 2/11/65).  
M/m/s/c that based on the facts as presented, the warning notice issued to  
Paul Weisgerber is untimely.

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1772 Pacific Intermountain Express

OTR Local 180 takes the position Pacific Intermountain Express should  
Dispute pay J. E. McKelvey and A. R. Wilson, 10 1/2 hours at the rate  
of \$3.07 per hour for abuse of free time.

DECISION: (Main Committee - Transcript Page 209 - 2/10/65).  
M/m/s/c that in Cases 2-5-1772 and 2-5-1759 this committee hold jurisdiction  
and the matter involved in the two cases be referred to the Sleeper Cab Committee  
of the Western Conference, and representatives from P.I.E. and Consolidated  
to meet and bring a recommendation to this committee.  
NOTE: Cases 2-5-1772 and 2-5-1759 heard simultaneously.

\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
2-5-1773 Consolidated Freightways

OTR Teamsters Local 190 forthwith demands that Consolidated  
Dispute Freightways cease and desist in its attempt to force R. K. Spence  
to pay moving expenses incurred on his behalf in 1962 when  
Consolidated moved its sleeper base out of Billings.

DECISION: (Main Committee - Transcript Page 578 - 2/12/65).  
M/m/s/c that under the Change of Operations granted Consolidated Freightways  
at the Fairmont Hotel, November 14, 1962, that the charges incurred by Mr. Spence  
were just and the Company desist in trying to collect them.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
2-5-1774 Garrett Freightlines

OTR Local 190 requests pay for trips from Helena to Great Falls  
Dispute and return to Helena for the following men: James Davis, James Williams, Hall Cowen, Bert Emswiler, Ken Kratovil and Harlan Straight.

DECISION: (Main Committee - Transcript Page 513 - 2/12/65).  
M/m/s/c that this case be remanded back to the parties.

\* \* \* \* \*

Case # Local 208, Los Angeles California, and  
2-5-1775 Hills Transportation

Termination The Local Union protests the termination of Art Hernandez  
for allegedly refusing to work.

DECISION: (Main Committee - Transcript Page 340 - 2/11/65).  
M/m/s/c that based on the facts in this case, Mr. Hernandez did quit his job.

\* \* \* \* \*

Case # Local 208, Los Angeles California, and  
2-5-1776 Transport Cartage & Distributing Co.

Warning The Local Union protests the issuance of the warning notice to  
Notice Manuel Magan, et al, for allegedly "Failing to Follow Instructions."

DECISION: (Main Committee - Transcript Page 304 - 2/11/65).  
M/m/s/c that in Case No. 2-5-1776, that when the employees comply with the requirements of Article 45, Section 2, that the warning letters be withdrawn. If they do not comply within fifteen days of February 11, 1965 with Article 45, Section 2, the warning letters shall stand.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1777 Local 222, Salt Lake City, Utah, and  
Rio Grande Motor Way, Inc.

Seniority  
Dispute Arthur E. Cooper states: I would like to have my name put on the Rio Grande Motor Way seniority list at Salt Lake City, Utah.

DECISION: (Main Committee - Transcript Page 445 - 2/12/65).  
M/m/s/c that Article 5, Section 3 (a) (4) applies in this case.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 224, Los Angeles, California, and  
2-5-1778 Page Trucking

Dis- Local No. 224 on behalf of Joseph Bracamontes protests his  
Charge discharge on 11-16-64 for carrying unauthorized passengers.

DECISION: (Main Committee - Transcript Page 157 - 2/9/65).  
M/m/s/ and deadlocked that the man be returned to his job with all seniority  
rights and all monies lost.  
NOTE: This case shall be submitted to umpire handling with Mr. Sam Kagel  
as the arbitrator. If he is not available, Arthur Ross

\* \* \* \* \*

Case # Local 287, San Jose, California, and  
2-5-1779 R. Cali & Bros.

OTR Union claims Givich was improperly paid for the type of work that  
Dispute he was doing, that he did not receive the highest rate for the day,  
therefore, the Union wants to pickup the proper rate of pay.

DECISION: (Main Committee - Transcript Page 418 - 2/11/65).  
M/m/s/ and deadlocked that in Case #2-5-1779 the employer pay the old contract  
until the new contract is determined.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 287, San Jose, California and  
2-5-1780 Western

OTR Money claim Larry Vargus. Union claims Oakland driver bobtailed  
Dispute out of Oakland to San Jose, picked up a loaded set of trailers,  
took them to Tulare, when he met a Los Angeles driver and ex-  
changed loads and returned with a set of trailers to Oakland.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 313, Tacoma, Washington, and  
2-5-1781 Evert's Commercial Transport, Inc.

Tanker Violation of Article 61, Section 4 (c) - Runaround to Tanker  
Dispute Supplement of Master Freight Agreement.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-5-1782 Panda Terminals

Dis- Complaint by Fernandez: "I am asking to be reinstated with  
Charge full seniority rights and full pay for every day that I am off.

DECISION: (Main Committee - Transcript Page 257 - 2/10/65).  
M/m/s/c that based on the facts presented in the Joint State Committee, Fred  
Fernandez shall be returned to work February 15, 1965 with full seniority and  
no compensation for time lost.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1783 Insured Transporters

Warning Local 468 wishes to protest the Warning Letter issued to  
Notice Mathews.

DISPOSITION: Referred to Automobile Transporters Grievance Committee.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1784 Navajo Freightlines

OTR Men were dispatched to Las Vegas Nevada with a load of high  
Dispute explosives. Company paid 1,000 miles, men claim full mileage  
of original dispatch, a difference of 310 miles.

DECISION: (Main Committee - Transcript Page 496 - 2/12/65).  
M/m/s/c that because of the absence of any proof that the tractor had any work  
done on it in the Albuquerque shop or that the bell housing was broken and replaced,  
that the Union's claim be upheld.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1785 Navajo Freightlines

OTR Engle and Aggers claim eight (8) hours pay for doing local  
Dispute work after reaching their lay point at Manteca, California.

DISPOSITION: (Main Committee - Transcript Page 503 - 2/12/65).  
Withdrawn.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1786 Navajo Freightlines

OTR The question to be interpreted is: "Can employer require sleeper  
Interpre- driver to unload at enroute point and discipline employee if he  
tation refuses?"

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1787 Pierce Freightlines, Inc.

OTR Union maintains that Pierce Freightlines has to pay check and  
Dispute fuel as they have in the past.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 692, Los Angeles, California, and  
2-5-1788 M & M Transfer

OTR It is the Union's position that driver Dwayne Huntsman is  
Dispute entitled to a day's pay of eight (8) hours at the applicable hourly  
scale for each of October 28 and October 30.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 692, Los Angeles, California, and  
2-5-1789 Owl Truck & Construction Company

MASTER Patterson has always received premium pay and the same increases  
Dispute as negotiated in the Contract. Therefore, we are requesting the  
Company pay Patterson 10 cents an hour retroactive to July 1, 1964  
and continue to pay this wage of \$3.81 an hour.

DECISION: (Main Committee - Transcript Page 146 - 2/9/65).  
M/m/s/c that the man's differential was twenty-five cents, personalized rate,  
and the rate be \$4.00 retroactive to July 1, 1964.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1790 Consolidated Freightways, Alaska Division

OTR It is the contention of the Union that this Company be obligated to  
Dispute pay these items, chain time and fuel time, in conformity to  
other sleeper cab operators under this Agreement.

DECISION; (Main Committee - Transcript Page 114 - 2/9/65).  
M/m/s/c that this case be sent back to the parties to prove or try to dig up  
proof that the claims were paid prior to the filing of this grievance. If the records  
show the man was paid, that he continue to be paid. In the interim this Committee  
holds jurisdiction.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1791 Consolidated Freightways, Inc.

OTR It is the position of Local 741 that in this case, where complete  
Dispute units were changed in Seattle north-bound, that such changing is  
contrary to the Change of Operations Case 3-259 and Bruce Beers,  
a Seattle board driver who did not work, should be compensated  
for a minimum day's pay.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1792 Garrett Freightlines, Inc.

OTR Dale Eikenbery and Larry Andrews, were paid miles and hours  
Dispute for road trips that Local 741 claims should be paid as two  
divisions

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1793 Inland Transportation Company

Warning The Union position is the warning notice issued Virgil Casias,  
Notice be rescinded.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1794 Los Angeles Seattle Motor Express

OTR The subject man be paid this claim when he must wait enroute  
Dispute to abide by Company bulletin that has resulted in this man receiving a warning notice threatening termination if he arrived too early.

DECISION: (Main Committee - Transcript Page 481 - 2/12/65).  
M/m/s/c that the claim of the Union be denied with the reservation and understanding that this case has no precedent value with relation to running times as it involves any other Unions or Companies.

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1795 United-Buckingham Freight Lines

Interpre- Cases #1090, 1091, 1092, 1093, 1094, 1095, 1096, and 1097  
tation are a request for interpretation of foreign based line drivers dropping and picking in Seattle.

DECISION: (Main Committee - Transcript Page 227 - 2/1-/65).  
M/m/s/c that the case be referred back to the parties and they check out the runs that will warrant a bid that run with regularity, and Mr. Crosby go in with them and see if he can get these runs picked out. Any that they can't agree on that are irregular be brought back here for disposition. We retain jurisdiction.

\* \* \* \* \*

Case #' Local 775, Denver, Colorado, and  
2-5-1796 Denver Chicago Trucking Co., Inc.

Automotive Erasmo Guerra claims double time pay for work performed by  
Dispute a junior emoloyee 7/4/64.

DECISION: (Main Committee - Transcript Page 462 - 2/12/65).  
M/m/s/c that based on the facts presented in this case, the claim of the Union be denied.

\* \* \* \* \*

Case # Local 839, Pasco, Washington, and  
2-5-1797 Northern Pacific Transport, Inc.

Interpre- Failure to pay 40 hours guarantee for work ending 18th of  
tation September, 1964, Bob Frare.

DECISION: (Main Committee - Transcript Page 489 - 2/12/65).  
M/m/s/c that based on the facts, the claim of the Union be denied.

\* \* \* \* \*



# DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 886, Oklahoma City, Oklahoma, and  
2-5-1798 Transcon Lines

Interpre- "Can Transcon Lines designate the hotel or motel the drivers  
tation must stay in at the away-from-home terminal when the sleeper  
cab drivers are required to pay for their own lodging?"

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 886, Oklahoma City, Oklahoma, and  
2-5-1799 Transcon Lines

OTR Joe Luna became ill at Holbrook, Arizona enroute to Los Angeles.  
Interpre- The doctor advised that he return to Oklahoma City. The Company  
tation refused to pay an eight hour guarantee.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

Case # Local 890, Salinas, California, and  
2-5-1800 Delta Lines

P & D Burris D. Weaver claiming time and one-half for 8 hours on  
Dispute Saturday, October 24, 1964.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1801 Consolidated Freightways, Inc. Bulk Division

Tanker Arnold J. Blazek states: I request that I be placed on the  
Dispute Consolidated Freightways seniority list effective date of July 13/63,  
be compensated for all time lost from July 29, 1964 to date of my  
re-employment.

DECISION: (Main Committee - Transcript Page 455 - 2/12/65).  
M/m/s/c that based on the facts in this case, Arnold J. Blazek was not properly  
terminated and remains on Consolidated's Tanker seniority list with no money due.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1802 Consolidated Freightways, Inc.

OTR Consolidated Freightways has failed to comply with Article 38,  
Dispute Section II of the eleven Western States Supplement.

DISPOSITION: Withdrawn.

\* \* \* \* \*

JWAC Minutes  
February 8, 9, 10, 11, 12,  
1965



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1803 Illinois California Express, Inc.

OTR Elmer W. Ealey states: Upon arrival in Albuquerque New  
Dispute Mexico, #7362 was not operable. We ask 8 hours layover for  
which we were not paid.

DISPOSITION: Withdrawn.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1804 Rio Grande Motor Way Inc.

OTR Thomas W. Snyder states: Piggybacked trailers 1956-1739.  
Dispute Held a vail load in 5129. I claim one round trip.

NOTE: Cases 2-5- 1804 through 2-5-1812 can be heard as one case. The decision  
in this case will apply to the other cases.

M/m/s/ and deadlocked that the position of the Union be upheld.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1805 Rio Grande Motor Way, Inc.

OTR Theophil M. Kilian states: I was home and available for call,  
Dispute and the company pigged, trailers 101-2116, 76-3135, 76-1523.  
I claim one round trip.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1806 Rio Grande Motor Way, Inc.

OTR Theophil M. Kilian states: I was home and available for work  
Dispute and was not called. Company pigged trailers 1877, 1361,  
and 1873. I claim one round trip.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

Case # Local 961, Denver Colorado and  
2-5-1807 Rio Grande Motor Way, Inc.

OTR Theophil Kilian states: I was home and available for call and  
Dispute company pigged six trailers out, 700-101-500-344, Navajo 7105.  
I claim one round trip.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

JWAC Minutes  
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1965



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

Case # Local 961, Denver, Colorado, and  
2-5-1808 Rio Grande Motor Way, Inc.

OTR Randall K. McKnight states: I was home and available, and  
Dispute Company pigged trailer Navajo 500-344 and 7105. I claim a round trip pay.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1809 Rio Grande Motor Way, Inc.

OTR Thomas W. Snyder states: I was home and available for call and  
Dispute they pigged 101X, trailer 2112, 61X, 3155, and I am claiming a round trip.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1810 Rio Grande Motor Way, Inc.

OTR Thomas W. Snyder states: I was home and available for this run.  
Dispute The Company piggybacked trailer 494-1860 to Delta, Colorado, and I claim pay for this trip.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1811 Rio Grande Motor Way, Inc.

OTR Thomas W. Snyder states: I was home and available for this run.  
Dispute The Company piggy backed trailers 2438-4496-700-101.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*

Case # Local 961, Denver, Colorado, and  
2-5-1812 Rio Grande Motor Way, Inc.

OTR Thomas W. Snyder states: I was home and available on 12/4/64  
Dispute and company pigged trailer 101-2422, 3214-700, 105.

NOTE: Refer to Case #2-5-1804.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 962, Medford, Oregon, and  
2-5-1813 Pierce Freightlines, Inc.

OTR Local Union No. 962, Medford, is requesting cab fare for all  
Dispute Medford based drivers away from their home terminal.

DECISION: (Main Committee - Transcript Page 78 - 2/9/65).  
M/m/s/c that the company continue to pay cab fare in Portland, Oregon, under the Maintenance of Standards as practiced by the company, that is, they pay cab fare if the bus has left or whatever the arrangement is up there. In Oakland they do not pay cab fare, only during inclement weather, and that is if it is raining.

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1818 I.M.L. Freightlines

P & D Jack D. Pierce, a P & D employee, is turning in claim for six  
Dispute hours pay at time and one-half (1 1/2) on November 3, 1964 from 6:00 p.m. to midnight because he was tied up behind a picket line at Geneva.

DECISION: (Main Committee - Transcript Page 560 - 2/12/65).  
M/m/s/ and deadlocked that under Article 9, Section 1 (a) and Article 49 of the Supplement, that the man be paid.  
M/m/s/ and did not receive a majority vote "that this case go to arbitration."  
NOTE: This same decision applies in Case 2-5-1819.

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1819 U. P. Motor Freight.

P & D On the date in question, during the normal course of their employment,  
Dispute they were dispatched to the U. S. Steep Plant at Geneva, Utah. During the time they were loading, a rig of the W. S. Hatch Co., which company is under strike by Local 222, arrived at the plant accompanied by roving pickets. Lovell and Cox honored the picket line and refused to work or move their trucks as long as the pickets were on the premises. Union requests the employees be paid for lost time.

NOTE: The decision in Case #2-5-1818 applies to this case.

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
2-5-1821 I. M. L. Freightlines

OTR Company declined to pay delay for fueling at Nevada Truck Line  
Dispute Yard at Reno, Nevada where the driver is required to fuel his truck.

DISPOSITION: Settled and Withdrawn.

\* \* \* \* \*

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DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1822 Consolidated, P.I.E., I.M.L. and Garrett Freightlines

OTR The Union is asking that the employers named above submit to  
Interpre- this committee, the dates they have handled frozen food from  
tation Burley plant and also let a dock man be paid dock rate of pay for  
work the drivers have been doing in his stead.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1823 Garrett Freightlines

Interpre- Garrett Freightlines here in Boise has had two employees who  
tation worked from July, 1964, until November, 1964, and one from  
July, 1964 until latter part of November, 1964; these jobs were  
not posted.

This Union would like an interpretation on the above, on how long  
a job or position can be held without a bid.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
2-5-1824 I.M.L. Freightlines

OTR The Union claims a runaround on behalf of Ronald Barnhart.  
Dispute

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1825 O.N.C.

OTR CB-#1397 - Money claim for Turner - Case CB-#1398 money  
Dispute claim for Brown. Union claims difference in pay of \$13.05.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1826 O.N.C.

OTR Money claim for Trafton. Union claims 3 hours minimum guarantee  
Dispute because driver did not get out at the beginning of the 16 hours.

DISPOSITION: Postponed.

\* \* \* \* \*

JWAC Minutes  
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1965



# DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1827 Pacific Intermountain Express

Dis- Protest of discharge of Charles Avey.  
charge

DECISION: (Main Committee - Transcript Page 468 - 2/12/65).  
M/m/s/ and deadlocked that Mr. Avey be returned to work with all seniority rights and full back-pay, less the one trip he missed.

NOTE: This case shall be submitted to umpire handling with Mr. Arthur Ross as the arbitrator.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1828 Interstate Freight Lines, Inc.

P & D Local Union 81 is claiming that Interstate Freight Lines, Inc. is  
Dispute in violation of Article 48, Section 13, of the Western States Area Pickup and Delivery, Local Cartage and Dock Workers Supplemental Agreement.

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1829 Pierce Freight Lines, Inc.

Dis- Local Union 81 is protesting the discharge of Joe Springstead by  
charge Pierce Freight Lines, Inc., on March 17, 1964.

DECISION: (Main Committee - Transcript Page 566 - 2/12/65).  
M/m/s/ c that Joe Springstead be returned to Pierce with all seniority rights and no back-pay.

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1830 Wescartage

Dis- We protest the discharge of Dominic Scaccia on January 8, 1965,  
charge and request that he be reinstated with full seniority and compensated for all time lost.

DECISION: (Main Committee - Transcript Page 312 - 2/11/65).  
M/m/s and deadlocked that the discharge be denied; that the employee be put back to work with all seniority rights and all monies lost.  
NOTE: This case shall be submitted to umpire handling with Mr. Arthur Ross as the arbitrator if Mr. Sam Kagel is not available.

\* \* \* \* \*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-5-1831 O.N.C.

Jt. Council Telles claims 1 1/2 pay for shift in which he pulled van to pig-ramp.  
7 Company paid straight time plus 10%.  
Dispute

DISPOSITION: Postponed.

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1832 Navajo Freight Lines

Dis- Discharge of Lloyd Skillings. Union maintains discharge was not  
charge timely under Article 44. Company maintains that it is timely.

DECISION: (Main Committee - Transcript Page 191 - 2/10/65).  
M'm's/ and deadlocked that the discharge of Skillings was timely under Article 44  
and that the case be remanded back to the Joint State Committee for hearing on  
its merits.

M/m/s/ and did not receive a majority vote "that this case go to arbitration."

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1833 Pacific Intermountain Express, Inc.

Dis- Local Union No. 81 is protesting the discharge of Andrew J. Pillar  
charge by Pacific Intermountain Express, Inc., on September 28, 1964.

DECISION: (Main Committee - Transcript Page 509 - 2/12/65).  
M/m/s/c that the discharge be upheld.

\* \* \* \* \*



AGENDA - CORRECTIONS

Sir Francis Drake Hotel - February 8, 9, 10, 11 and 12, 1965

Change of Operations Before The Joint Western Area Committee

Case #2-5-1717 - Reads: Local 51

SHOULD READ: Local 57

Committee For Local Operations -

Case #2-5-1743

The Case No. in the upper left-hand corner reads: #2-5-1744

This SHOULD READ: #2-5-1743

Joint Western Area Committee

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P R O P O S E D

JOINT WESTERN AREA COMMITTEE AGENDA

Submitted by the

WESTERN MASTER FREIGHT DIVISION

Meetings of February 8, 9, 10, 11 & 12, 1965

at the

Sir Francis Drake Hotel, San Francisco, California

\* \* \* \* \*

Joint Session of the Full Committee.

Monterey Room, 2:00 P. M. , Monday, February 8, 1965

1. Approval of the Minutes of the JWAC sessions held November 9, 10, 11, 12 & 13, 1964.
2. Discussion of Cases filed with Joint Western Area Committee after deadline date.
3. Approval of the Joint Agenda for the February sessions of the JWAC.
4. Naming of members of the Main Committee and Sub-Committees.
5. Proposed amendment to Rules of Procedure.
6. Communications.
7. Other procedural or policy matters to come before the JWAC.
8. Adjournment.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Watson-Wilson Transportation System

5-4-1315

Change Local involved: 468, Oakland, California

of Opera-  
tions

Watson-Wilson Transportation System requests a change of operations as provided for under the current Western States Area Master Freight Agreement, Article 8, Section 4.

The Company proposes to remove four sleeper tractors from Oakland, California, where they are presently domiciled.

Seniority rights of the drivers involved will be recognized under current contract application.

August JWAC Action: Committee retains jurisdiction.

November JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # The Ringsby System

8-4-1577

Change of Operations Locals involved: 81, Portland, Oregon  
468, Oakland, California

It is our desire to change the presently established breaking point on our Oakland/Portland Division run from Medford, Oregon, to Yreka, California.

If this request is granted we propose to make this change on or about September 1, 1964, and will pay driver's mileage as follows:

Oakland - Yreka	315 miles
Yreka - Portland	330 miles

August JWAC Action: Committee retains jurisdiction.

November JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Pacific Motor Trucking Company

11-4-1699

Change of Operations  
Locals involved: 57, Eugene, Oregon  
81, Portland, Oregon

Portland driver running to Roseburg on a turnaround, returning to Portland, Oregon. Present operation is Portland to Eugene and return with a Portland driver and from Eugene to Roseburg and return with a Eugene driver.

Proposed Operation: It is now necessary in order to accommodate a customer needing early morning delivery to Southern Oregon to have a through run direct to Roseburg, rather than two turn-arounds.

Two (2) men affected.

November JWAC Action: Postponed.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Pierce Freight Lines Division, Valley Copperstate System

2-5-1717

Change  
of Opera-  
tions

Locals involved:

51, Eugene, Oregon  
81, Portland, Oregon  
87, Bakersfield, California  
150, Sacramento, California  
208, Los Angeles, California  
224, Los Angeles, California  
324, Salem, Oregon  
431, Fresno, California  
468, Oakland, California  
911, Klamath Falls, Oregon  
962, Medford, Oregon

Pierce Freight Lines Division, Valley Copperstate System  
requests the following Change of Operations:

1. The company proposes to lessen the number of protected divisions between Portland and Medford by one schedule, thereby eliminating two bid positions in Medford, Oregon.
2. The company proposes to eliminate the bid run relay schedule which presently operates between Medford and Sacramento. This will also affect the Redding turn drivers at both Medford and Sacramento.
3. The company proposes that the restrictions which are in effect against the utilization of the present sleeper cab equipment for the dropping and picking up of trailers enroute, be removed. The company proposes that it be permitted to operate sleeper cabs in accordance with the provisions of Article 54 of the current agreement.
4. The company proposes to initiate actively at least two additional sleeper cabs at Portland, Oregon.
5. The company proposes that the three affected Medford drivers and the one affected Sacramento driver, be given an opportunity to transfer to Portland, and that they be given first opportunity to accept the new sleeper cab position. Should the affected drivers at Medford and/or Sacramento elect to not accept the sleeper cab positions, they will be given the opportunity to transfer to the Portland extra board, and the sleeper cab positions not filled by the displaced drivers will be offered to the Portland extra board.
6. The company proposes to place these changes into effect on February 22, 1965.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Oregon-Nevada-California Fast Freight  
2-5-1718

Change Local involved: 81, Portland, Oregon  
of Opera-

tions

Company requests approval of a Portland-Reedsport turn and a Portland-Winchester Bay turn. The Company proposes to operate these turns, when expedient, on extra schedules. This application will not effect established bid runs.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Kings County Truck Lines.  
2-5-1719

Change Locals involved: 224, Los Angeles, California  
of Opera- 87, Bakersfield, California  
tions

We are presently operating a run originating at our Montebello terminal on a turnaround to Greenfield, California, on a five day per week basis. We propose to reverse this run and originate it at Greenfield on a turnaround to Los Angeles by basing the tractor and driver at Greenfield rather than at Montebello.

The present driver, Obie D. Hancock, was offered the opportunity to move with the run but declined the offer. He will instead operate from the Montebello terminal on other short line operations or line operations and will suffer no loss of pay or time in this transfer of operations.

AGREED TO CHANGE.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Navajo Freight Lines, Inc.

2-5-1720

Change  
of Opera-  
tions

Locals involved: 180, Los Angeles, California  
492 Albuquerque, New Mexico  
577 Amarillo, Texas

Present Operation: Nine tractors based at Albuquerque, New Mexico and eleven drivers based at Albuquerque, New Mexico which are bid on the Albuquerque, New Mexico to Amarillo, Texas pool board, operating single man with layover at Amarillo, Texas.

Proposed Change of Operation: Company be permitted to dispatch all through full loads originating at Los Angeles, California destined to Amarillo and points beyond with the Los Angeles based sleeper teams, and the Los Angeles based drivers be dispatched from Amarillo, Texas to Los Angeles, California with all through full loads originating at Amarillo, Texas and points east and south. Also, the Los Angeles based drivers be permitted to pull any overflow loads that are Albuquerque break loads from Amarillo to Albuquerque.

The balance of the single man runs on freight moving Albuquerque, New Mexico and Amarillo, Texas would not be disturbed. The displaced drivers would have the right to exercise their seniority on the other runs at Albuquerque, New Mexico.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Pacific Intermountain Express

2 - 5 - 1721

Change Local involved: 180, Los Angeles, California

of Opera-  
tions

Pacific Intermountain Express requests the following Change of Operations:

DISPATCH RULES COVERING: Kansas City & St. Louis "Thru"  
Operations To Los Angeles, Via Alamosa and Los Angeles "Thru"  
Operation To Kansas City & St. Louis, Via Alamosa.

1. The company, at its option, may dispatch Kansas City sleeper teams "thru" to Los Angeles, St. Louis sleeper teams "thru" to Los Angeles and Los Angeles sleeper teams "thru" to Kansas City or St. Louis via Alamosa, Colorado, or may "meet and turn" the respective teams at Alamosa, Colorado, or may dispatch them to Rawlins, Wyoming and/or Denver, Colorado as the dispatch circumstances dictate. Driver teams will work under the labor agreement in effect at their home domicile. There will be no bidding of runs on this operation. The dispatch of home-domiciled teams will be in turn off of their respective dispatch boards.
2. Driver teams arriving at away-from-home terminals (Kansas City, St. Louis or Los Angeles, as the case may be), shall be first up ahead of locally-domiciled teams for loads destined to their home domicile.
  - (a) Except however, St. Louis teams in Los Angeles may be dispatched to St. Louis via Kansas City with freight destined to Kansas City, and
  - (b) Kansas City teams in Los Angeles may be dispatched to Kansas City with freight destined to St. Louis, and
  - (c) Los Angeles teams in Kansas City or St. Louis may be dispatched to Los Angeles via Salt Lake City, Utah with freight destined to Salt Lake City, and points intermediate to Salt Lake City and Los Angeles.
3. If there are no loads available at the away-from-home terminal to return foreign sleepers in accordance with Rule No. 2, they shall be placed on the wheel in their proper position at the away-from-home terminal and will rotate out with locally-domiciled driver teams, with their dispatches to be to Rawlins, Wyoming and/or Denver, Colorado, at which points they shall fall into their proper positions on their respective dispatch wheels with their respective conference dispatch rules then to prevail.
4. On the third dispatch, after leaving their home domicile, driver teams shall be dispatched to their home domicile, which may be a "via" dispatch to their home domicile. Nothing herein shall be construed to prohibit teams from voluntarily taking additional dispatches before returning to their home domiciles.
5. Foreign teams shall not be used to move freight in foreign conference areas, other than as outlined herein, unless otherwise agreed between the parties.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Certified Freight Lines, Inc.

2-5-1722

Change of Operations Locals involved: 186, Santa Barbara, California

Certified Freight Lines, Inc. wishes to make application for a change of operation establishing two work weeks starting, Monday through Friday, and Tuesday through Saturday in Teamsters Local #186 jurisdiction. Justification of this requested change is the fact that this practice is apparently presently being used in this area.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Dart Transportation Company

2-5-1723

Clarification of Local involved: 224, Los Angeles, California

11-4-1605

Request for clarification of decision in Case 11-4-1605.

Mr. Jack Gassett arrived at the Los Angeles Terminal under National Master Freight Agreement, Article 5, Section 6 (b) (2).

The Company displaced the newest hired driver and placed Mr. Gassett in his position. The displaced driver protested his lay-off.

Joint State Committee ruled the protest of lay-off as improperly before it.

The questions this Local Union desires to have answered on the record are as follows:

1. Does Mr. Gassett have bumping privileges to exercise his lay-off seniority.
2. What is his bidding seniority date in Los Angeles, California.
3. What is his lay-off seniority date.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Western Milk Transport, Inc.

2-5-1724

Clarifi-  
cation of  
8-3-906

Local involved: 224, Los Angeles, California

Local Union No. 224 requests clarification of Change of Operations Case #8-3-906 regarding Western Milk Transport, Inc.

The Company closed Pacoima Terminal after September 1, 1963. After September 1, 1963, the Company opened a new terminal in Santa Barbara. Work has been shifted from the Paramount Terminal to the Santa Barbara Terminal and a lay-off is imminent.

Local 224 requests this clarification to determine amount of work which should be protected for our members of the Paramount Terminal.



CHANGE OF OPERATIONS BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Sea Land of California

2 - 5 - 1725

Clarifi-  
cation of

Local involved: 692, Long Beach, California

8-4-1578

Armen Hairabedian contends that under the interpretation of this Contract the premium days worked on Saturday and Sunday should revert to the men that have been with the Company the longest regardless of the fact that the Terminal had been closed and he had been forced to transfer to the new Terminal. Therefore, we are requesting that the average day's pay for that Sunday be paid to Armen Hairabedian at time and one-half.

Case #SC-1-65-5158.

JSC Motion: That this committee refers this case to the Change of Operations Committee of the Joint Western Area Committee because it is apparent there is no agreement between the two (2) Local Unions and Company, as indicated in the decision in Case #8-4-1578.

Motion Carried 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 190, Billings, Montana, and  
11-4-1621 Consolidated Freightways  
P & D  
Dispute In accordance with Article 6 of the Master Freight Agreement,  
Local 190 requests that this Company bid a hostler position.

Case #M-405.

JSC Motion: That Consolidated Freightways bid another hostler  
position at the Billings Montana Terminal.

Deadlocked Montana JSC 10/16/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1726 Consolidated Freightways, Inc.

P & D

Dispute This claim filed on behalf of Hodges, Lucero, Hansen and  
Garrimone because of the company shipping out pick-up and  
delivery equipment to other terminals and letting this work out  
to people not in the bargaining unit. This resulted in a pay loss  
to the above-listed employees.

Case #39.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 8/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1727 Ringsby Truck Lines, Inc.  
P & D  
Dispute Employee Gover Lacer, Verl L. Williams and James D. Patterson  
each claim 2 hrs. pay at the time and one half rate for Oct. 12  
and 14, 1964, when persons with no seniority with Ringsby were  
put to work, 2 hrs. ahead of their starting time.

Case #26.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 12/2/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1728 Santa Fe Trail Transportation Co.

P & D

Dispute Employees Raymond Koch and George Lennick claim loss of  
pay in the amount of \$72.06 for Koch and \$38.70 for Lennick,  
because company violated the piggyback crew provisions of the  
pickup and delivery supplement.

Case #9 & 11.

JSC Motion: None given

Deadlocked Colorado-Wyoming JSC 11/4/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 57, Eugene, Oregon, and  
2-5-1729 Consolidated Freightways, Inc.

P & D

Dispute

The Union contends that Troup has been employed by the Company for thirteen (13) years and is entitled to three weeks vacation. During the 12 month period prior to his anniversary date, Troup was off for approximately 6 weeks due to illness. He was paid 3/52nds of his gross earnings which resulted in a reduction for him in vacation benefits received in the past. The Union contends that due to past practice, Troup should have received no less than 120 hours pay, three forty hour weeks, because the intent of the Vacation Clause was not to reduce a long time employee's benefits, these rates are minimuns. The Union is requesting that Troup be paid the difference between 3/52nds and 120 hours vacation pay.

Case #548.

JSC Motion: That William Troup be paid 120 hours for vacation pay instead of the 3/52nds he was paid.

Deadlocked Oregon JSC 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1730 Interstate Freight Lines, Inc.

P & D

Dispute The Union contends that when the Company works employees, who are regularly established in a higher classification, on Saturdays, they do not pay them according to the higher classification but, at a lower rate which the Union contends is a violation of the above named agreements.

The Company contends that men are worked on Saturdays according to seniority, they request to work, they are not requested to work. The Company questions the Union's intention, is for the Company to skip senior men to get a helper? The Company maintains that men exercising their seniority to bump junior men for premium work lose their classification.

Case #524.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC 11/2/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1731 Interstate-Ringsby System.

P & D

Dispute Local Union No. 81 is claiming that Interstate-Ringsby System  
violated the seniority rights of employee Robert Cullison on  
December 7, 1964, and the Union is claiming runaround pay for  
Cullison amounting to one hour overtime.

Case #554.

JSC Motion: That the Union's position be upheld and that  
Robert Cullison be paid one hour overtime.

Deadlocked Oregon JSC 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #           Local 81, Portland, Oregon, and  
2-5-1732       Interstate Ringsby-System.  
P & D  
Dispute       Local Union No. 81 is claiming that Interstate-Ringsby System  
              has violated the seniority rights of employee Dinnencenzo by  
              assigning work to a junior employee, Robirds, which resulted  
              in approximately ten hours overtime over a period of time.

Case #555.

JSC Motion: That the Union's position be upheld and that the  
claim be paid.

Deadlocked Oregon JSC 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1733 Sites Freightlines, Inc.

P & D

Dispute Local Union No. 81 is claiming twelve (12) days pay from  
Sites Freightlines, Inc. for Tobey Knittle because after qualifying  
as a regular employee the Company laid him off and worked  
casual employees, and men with less seniority in his stead.

Case #529.

JSC Motion: That the Union's position be upheld and the twelve  
days claimed be paid.

Deadlocked Oregon JSC 11/2/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1734 Clark Inland Cartage.

P & D

Dispute The Union claims that Jack Liedtke was laid off from his house account and another man, Miller put in his place. We claim all pay due Liedtke from December 6, 1964 to February 7, 1964. The amount due Jack Liedtke for the 45 days that he was laid off at \$3.10½ per hour at 8 hours, \$24.84. Total of 45 days total amount \$1,116.80.

Case #SC-1-65-5164.

JSC Motion: That based on the facts as presented, the claim of Jack Liedtke is allowed, less any compensation received from any source and that Jack Liedtke be returned to his house account position on his next regular shift, Monday, January 18/65.

Deadlocked Southern California JSC 1/13/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1735 Pacific Motor Trucking

P & D

Dispute On 9/16 and 17, Jenkins delivered Groceries to various Grocery  
stores. We claim the Grocery Drivers Wage Scale for these days.

Case #SC-11-64-4930.

JSC Motion: That based on the facts as presented, the claim  
of M. E. Jenkins be allowed.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1736 Pacific Motor Trucking.

P & D

Dispute On 10-1-64 Federico delivered groceries to various Grocery  
Stores. We claim Grocery Drivers wage scale.

Case #SC-11-64-4932

JSC Motion: That based on the facts as presented, S. Federico  
be paid the grocery drivers rate for all time spent while delivering  
groceries.

Deadlocked Southern California JSC 11-5-64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1737 Sterling Transit.

P & D

Dispute Ever since I have been employed with Sterling Transit I have received along with three other men two cents above the scale of a bobtail. About a month ago Sterling dropped my pay by one cent which is 3 axle 20 ft. or less. Since the Company has been paying me this all this time, I feel that it should be settled this way.

Case #SC-11-64-4936.

JSC Motion: That based on the facts as presented, W. Reese is entitled to his personalized rate of pay, \$3.22½ per hour.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1738 Transport Cartage & Distributing Company

P & D

Dispute Whereas, the Employer maintains an established and regular pay day on Friday, of each week, and; whereas, the Employer violated this established pay day for the week ending October 9, 1964, at which time Carl Arntzen was not properly paid until Monday, October 12, 1964. For, and on behalf of Arntzen, and; due to this violation, the Local Union claims 8 hours pay at the applicable rate for the dates October 10, 1964, and October 11, 1964. The amount of this claim is \$51.44.

Case #SC-11-64-4939.

JSC Motion: That based on the facts as presented, the claim of Carl M. Arntzen be denied.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1739 Union Pacific Motor Freight

P & D

Dispute The Local Union on behalf of Joseph Horvatin makes claim for all monies earned, 8-28-64 by lease driver, who was brought in and performed work which Horvatin was qualified, able and available to perform. 5 hrs. at time and one half Total \$24.85.

Case #SC-11-64-4940.

JSC Motion: That based on the facts as presented, the claim of Joseph Horvatin be denied.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1740 Union Pacific Motor Freight.

P & D

Dispute The Local Union on behalf of George Mitchell makes claim for  
all monies earned 9-24-64 by lease driver, who was brought in  
and performed work which Mitchell was qualified able and available  
to perform - 3 hrs. 41 minutes at time and one half-Total \$18.20.

Case #SC-11-64-4941.

JSC Motion: That based on the facts as presented, the claim  
of George Mitchell be allowed.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1741 Valley Motor Lines.

P & D

Dispute I started working for Valley on August 28th, in September I worked 17 days and in October I worked 8 days. The last day I worked in October was the 15th. My claim is for the 10 days to October 19th, 1964 that I was not worked and men with less seniority than I were working.

Case #SC-11-64-4944.

JSC Motion: That in this particular case, the claim of A. Gonzales be denied.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1742 Western Truck Leasing.

P & D

Dispute We request Sam West be paid for all time lost since 10/29/64  
that casual or junior seniority employees worked.

Case #SC-12-64-513 1.

JSC Motion: That based on the facts as presented, the claim of  
Sam West be denied.

Deadlocked Southern California JSC 12/11/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-5-1744 Milne Truck Lines.

P & D

Dispute For and on behalf of Local 357; Members: Employees of  
Milne Truck Lines. Re-File for Local Union No. 357; company  
will not abide by Article 41, Section 3-A of the WSA PUDS,  
Decision of JAC hearing; will not post position of swamper  
for bid.

Case #SC-11-64-4869.

JSC Motion: That based on the facts as presented, the company  
be instructed to put up for bid one (1) position of riding helper.

Deadlocked Southern California JSC 11/2/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 357, Los Angeles, California, and  
2-5-1744 Transcon Lines.

P & D

Dispute R. P. Freeney claims 6 1/2 hours pay, in the amount of \$31.98  
for violation of his seniority on the following dates: 8/28/64,  
8/31/64 and 9/16/64.

Case #SC-12-(11)-64-4872.

JSC Motions: #1. That based on the facts as presented, the  
claim of R. P. Freeney for September 16, 1964 is denied.  
This motion CARRIED.

Motion #2: That the claims of August 28th and 31st, 1964  
are denied. This motion DEADLOCKED.

Deadlocked Southern California JSC 12/8/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 467, San Bernardino, California, and  
2-5-1745 Griley Security Freight Lines.

P & D  
Dispute Local 467 hereby files a grievance protesting bidding. Griley  
Security Freight Lines refuses to post all runs and jobs; will  
only post 80%.

Case #SC-1-65-5147.

JSC Motion: That based on the facts as presented, that under  
the 1958-1961 Agreement, a requirement of 100% bid existed  
and that under the J.C. 42 Maintenance of Standards, the claim  
of the Union is upheld.

Deadlocked Southern California JSC 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1746 ONC Motor Freight System.

P & D

Dispute A city pickup man was issued a \$12.00 traffic ticket while making a pickup of Company freight. Pickups from this customer have been made in a like manner for many years, yet the Company claimed the driver was responsible for this ticket. Union claims the Company is responsible and should have other means of picking or dropping freight at this customer, or have the city re-zone this area.

Case #1063 (U)

JSC Motion: That position of the Union be upheld.

Deadlocked Washington JSC 12/3/64.



# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # (L-301) J. VICTOR BENAVIDEZ, member of Local 357, Los Angeles, California. Employee of Star Forwarders, Inc. Request is for a period of ninety (90) days effective November 17, 1964, for the purpose of assuming an exempt position as Assistant Operations Manager on a trial basis.
- (L-302) WALDO TO. DRAKE, member of Local 357, Los Angeles, California. Employee of Pacific Intermountain Express. Request is for a period of ninety (90) days, effective November 16, 1964, for the purpose of training for a supervisory position.
- (L-303) LEO D. KENNEDY, member of Local 692, Long Beach, California. Employee of M and M Transfer Company. Request is for a period of ninety (90) days effective November 4, 1964, for the purpose of transferring from a "covered position" to a "non-covered" position.
- (L-304) OVID B. KNAPP, member of Local 208, Los Angeles, California. Employee of Texas-Arizona Motor Freight, Inc. Request is for a period of ninety (90) days effective November 11, 1964, for the purpose of using him as a supervisor.
- (L-305) DONALD L. WALTON, member of Local 208, Los Angeles, California. Employee of Superior Fast Freight. Request is for a period of ninety (90) days effective November 20, 1964, for the purpose of working in supervisory position.
- (L-306) HAROLD WOHLBRANDT, member of Local 690, Spokane, Washington. Employee of Wallace Colville Auto Freight, Inc. Request is for a period of ninety (90) days effective November 1, 1964, for the purpose of a trial basis prior to taking over as the Agent, duties for Wallace Colville Auto Freight, Inc. at Coeur d'Alene, Idaho, on a permanent basis. We feel that in handling the situation in this manner, it is fair to both Harold Wohlbrandt and to Wallace Colville Auto Freight.
- (L-307) JOHN M. SMITH, member of Local 222, Salt Lake City, Utah. Employee of Pacific Intermountain Express Company. Request is for a period of ninety (90) days effective December 1, 1964 for the purpose of becoming a Dock Foreman.
- (L-308) JACK D. DAVENPORT, member of Local 898, El Centro, California. Employee of Imperial Truck Lines. Request is for a period of ninety (90) days, effective November 30, 1964, for the purpose of non-covered position with above named company.



# REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

\* \* \* \* \*

- Case # (L-309) ROBERT TRIGGS, member of Local 208, Los Angeles, California. Employee of Sterling Transit Co., Inc. Request is for a period of thirty (30) days, effective September 28, 1964, for the purpose of accepting a non-covered position as dispatcher.
- 2-5-1747
- (L-310) B. A. WILLIAMS, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of ninety (90) days, effective November 9, 1964 for the purpose of temporarily assuming non-covered position. Health & Welfare and Pension Premiums will be assumed by the company during period of leave.
- (L-311) JAMES C. ELLIS, member of Local 468, Oakland, California. Employee of Consolidated Freightways. Request is for a period of ninety (90) days, effective December 17, 1964 for the purpose of providing relief coverage during vacation periods for linehaul dispatch clerks.
- (L-312) JAMES J. TOBIN, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of thirty-eight (38) days, effective November 11, 1964, for the purpose of time off - Union activities.
- (L-313) ROBERT C. MacDOWELL, member of Local 208, Los Angeles, California. Employee of Pacific Motor Trucking Company. Request is for a period of thirty-eight (38) days, effective November 11, 1964, for the purpose of time off - Union activities.
- (L-314) BARRICK L. ROTCHSTEIN, member of Local 17, Denver, Colorado. Employee of Denver Chicago Trucking Company, Inc. Request is for a period of ninety (90) days effective January 4, 1965, for the purpose of Supervisory position. NOTE: Original Leave of Absence, commencing May 27, 1963 for a period of ninety (90) days, was granted during the August, 1963 JWC Meetings. Refer to Case #8-3-943 (L-154)
- (L-315) DELBERT F. AUDE, member of Local 961, Denver, Colorado. Employee of Rio Grande Motor Way, Inc. Request is for a period of ninety (90) days, effective December 15, 1964, for the purpose of trainee for supervisory capacity for terminal manager.



REQUESTS TO THE JWAC FOR APPROVAL OF LEAVES OF ABSENCE

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Case # (L-316) MANUEL MAGAN, member of Local 208, Los Angeles,  
2-5-1747 California. Employee of Transport Cartage & Distributing  
Company. Request is for a period of ninety (90) days  
effective January 4, 1965 for the purpose that he was  
elected as Business Representative for this Local Union.

(L-317) ANDREW J. GONZALES, member of Local 357, Los Angeles,  
California. Employee of Hopper Truck Lines. Request  
is for a period of ninety (90) days effective January 1, 1965  
for the purpose of taking an exempt position with Company.

(L-318) W. BLAINE PATTON, JR., member of Local 208, Los  
Angeles, California. Employee of Transport Cartage &  
Distributing Company. Request is for a period of ninety  
(90) days effective January 4, 1965, for the purpose that  
he was elected as Business Representative of this Local  
Union.

NOTE: Original Leave of Absence, commencing August  
12, 1963 for a period of thirty (30) days was granted during  
the November, 1963 JWC Meetings. Refer to Case #11-3-1069.  
(L-204) Sixty (60) day extension approved.

(L-319) TEMPLE R. WEBB, member of Local 17, Denver, Colorado.  
Employee of Denver Chicago Truck Co. Request is for a  
period of ninety (90) days effective January 4, 1965. No  
reason given for request of leave.

NOTE: Original Leave of Absence, commencing April 1, 1963  
for a period of ninety (90) days was granted during the May, 1963  
JWC Meetings. Refer to Case #5-3-800. (L-136)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and  
2-4-1233 Navajo Freight Lines

OTR

Dispute Strom and Robertson claim three hours meal time and  $\frac{1}{2}$  cent  
a mile for 1,052 miles on two separate trips while hauling  
Class "B" explosives. The explosives in question did not carry  
the term "fixed".

Case #CB-871.

JAC Motion: That the Union claim be upheld.

Deadlocked California Bay JAC 12/19/63.

February JWC Action: Postponed.

May JWC Action: Postponed.

August JWAC Action: Postponed.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 315, Martinez, California, and  
5-4-1395 Everts

OTR

Dispute Olson claims Redding/Couts Bay/Redding mileage because he was dispatched from San Pablo with Couts Bay load. His instructions were to go to Redding and meet K. Falls driver who took load on to Couts Bay. Union claims no division point at Redding.

Company claims they have been breaking this operation at Redding and other points for fourteen years.

Case #CB-1030.

JAC Motion: That the Union claim be denied.

Deadlocked California Bay JAC 3/18/64.

August JWAC Action: Postponed.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 983, Pocatello, Idaho, and  
5-4-1423 Garrett Freightlines

OTR

Dispute On Saturday, March 28, 1964, the Company dispatched a Pocatello domiciled sleeper team from Pocatello, Idaho, with a load for Butte, Montana, where it dropped the load, picked up another load at Butte destined for Sweetgrass on the Canadian border. However, the drivers dispatch orders indicated that the dispatch was from Pocatello to Great Falls with the drop and pick at Butte, Montana, and designated Great Falls as the layover point.

It is the Union's contention that the dispatch orders indicated Pocatello to Great Falls and that on such a dispatch the Company should not be allowed to drop and pick at Butte, Montana, and accordingly the Union has filed a runaround claim for the top man on the extra board on the date in question, contending that the movement of the freight from Pocatello to Butte should have been handled by the extra board man.

The Company contends that this was an error (the dispatch orders) in the preparing of the dispatch orders and that the dispatch was actually from Pocatello to Sweetgrass with the drop and pick at Butte as indicated. The team stopped at Great Falls for fueling only, but there was no freight handled at Great Falls and no change of trailers at Great Falls either out-bound or on the return trip. The Company paid for all waiting or delay time at both Great Falls and at Sweetgrass. It is the Company's contention that the dispatch was proper; that there is no restriction on its right to pick and drop at Butte, Montana; and that in any event the dispatch was from Pocatello to Sweetgrass, not Great Falls, and the drivers' orders indicating Great Falls were in error and were changed and the Company claimed no free time at Great Falls as a layover point.

Case #368 (Apr. 64-13).

JAC Motion: That the Union's claim be denied.

Deadlocked Utah-Idaho JAC 4/15/64.

May JWC Action: Postponed.

August JWAC Action: Postponed.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
8-4-1531 Valley Motor Lines

OTR

Warning Nardico issued warning for receiving speeding citation and not  
Notice reporting citation.

Case #CB-1138.

JAC Motion: That the warning notice be rescinded.

Deadlocked California Bay JAC 6/30/64.

August JWAC Action: Postponed.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
8-4-1533 Valley Motor Lines

OTR

Discharge Nardico discharged for speeding citations and failure to report  
them. Warning in effect in addition to CB-1138.

Case #CB-1137.

JAC Motion: That the Company position be upheld.

Deadlocked California Bay JAC 6/30/64.

August JWAC Action: Postponed.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # O.N.C

11-4-1606

Clarifi-  
cation

Local involved: 468, Oakland, California

Creig claims (5) hours runaround out of Medford. Driver was not dispatched in order and his eight hours were up.

Case #CB-1235.

JSC Motion: That the factual situation be moved to the Change of Operations Committee to be determined, in line with the Change of Operations Case #5-4-1307.

Motion carried 9/3/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
11-4-1618 O. N. C. Fast Freight

Seniority

Dispute

Seniority - Past Practice claim requesting that night seniority men be allowed to exercise their seniority to fill openings on day shift, created by vacations or sick leaves on a temporary basis.

Employer contends that the contract requirement to allow the exercise of seniority for the bidding of open positions does not extend to include the bidding of temporary positions.

Case #LD-1479.

JSC Motion: That based on the facts presented in this case, the claim of the Union be denied.

Deadlocked California Bay JSC 8/20/64.

November JWAC Action: M/m/s/c that this Committee will retain jurisdiction of this case until the next session, and that in the interim period the parties be instructed to attempt to determine how many additional regular day shift jobs can be worked out by agreement and that the parties make an effort to determine the validity of the money claims and settle them, if possible. Any unsettled aspects to this case will be heard on its merits at the next session.

*referred to next  
Committee Meeting*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
11-4-1620 K. G. B. Distributors

P & D

Dispute Union claims that the men are being instructed and required to sign a truck inspection form required by the Company to whom the trucks are leased, which may be prejudicial to the men's rights if something is found to be wrong with the equipment after they have certified as to its condition.

Case #LD-1512.

JSC Motion: That the Union's claim be denied.

Deadlocked California Bay JSC 9/3/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
11-4-1633 Sea-Land Service, Inc.

P & D

Dispute Sea-Land Service, Inc. took over the operation of Alaska Freight Lines on or about June 1, 1964. Alaska Freight Lines had previously paid vacation benefits on either a 40 hour week basis or 1/52nd, whichever was greater. Sea-Land now pays only the 1/52nd basis to the following regular employees who were on the payroll of Alaska Freight Lines, prior to the signing of the 1961-1964 Contract: Eizman, Krutzinger, Knudsen, Gray, Marcus and Loveall. These men were laid off through no fault of their own last winter. They were off less than 90 days.

Our position is they be compensated for a minimum vacation of 40 hours for each week of vacation due them. Filed under 1961-1964 W.M.F.A., Article 7, Maintenance of Standards, plus past practice of Alaska Freight Lines.

Case #1018 (U).

JSC Motion: That the Union's position be upheld.

Deadlocked Washington JSC 10/8/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 150, Sacramento, California, and  
11-4-1659 Local 468, Oakland, California, and  
Intr. O.N.C.

Moniz claims (8) hours runaround, that a Sacramento Local man made two round trips from Sacramento to Oakland and that this should have been done by the line driver's extra board out of Oakland.

Company's position - Company maintains that driver Petrovich, who pulled the load, is a local heavy duty man and that Moniz had only (9) hours to work, and that he was not in position on the board to have received this run.

Case #CB-1237.

JSC Motion: That the specific money claim of Moniz be denied, because he was not in a position on the board to have received this work and that this case be referred to the Joint Western Committee for interpretation of who has jurisdiction of these shortline runs and that Local 150 be made a party to this case. Motion carried 9/3/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
11-4-1664 Watson Wilson Transportation Co.

OTR

Dispute Union claims difference in pay between Chicago trip and Albuquerque. Company turning men at Albuquerque with Chicago and St. Paul loads which is not the break point. Company was granted operational change March 20, 1963, in Chicago to run straight through and eliminate Cheyenne break point. Company maintains they are not in violation of change.

Case #CB-1273.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC 10/6/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 483, Boise, Idaho, and  
11-4-1666 United Buckingham Freightlines

OTR

Dispute Union is requesting that the Company be directed to bid two runs from Boise, Idaho, to Pasco, Washington, with the men to live at Boise to be protected on a five day basis.

It is the Union's position that if the Company can bid two runs from Pasco, it should also be required to bid two runs from Boise, and that the Boise drivers, Reed and Holley, have substantial seniority with the Company.

It is the Company's position that as the result of an operational change (JWC Case #5-4-1310, affirmed in JWC Case #8-4-1603) that the Company was authorized to redomicile two unbid runs from Boise to Pasco; that this change has been made and subsequent thereto, the runs have been bid from Pasco to Boise.

Case #434.

JSC Motion: That the Company be instructed to bid two runs from Boise to Pasco - men live Boise on a five day basis.

Deadlocked Utah-Idaho JSC 9/23/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 690, Spokane, Washington, and  
11-4-1667 Best Way Motor Freight Company

OTR

Dispute This is an end-of-a-run terminal and the No. 1 driver has pulled this run for 12 years; in fact this is an assigned (bid) run and the driver is entitled to all the protections of a bid run.

Case #968 (U).

JSC Motion: That due to the fact that there is no bid involved in this case, that the claim of the Union be denied.

Deadlocked Washington JSC 8/5/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 222, Salt Lake City, Utah, and  
11-4-1703 Pacific Intermountain Express

OTR

Dispute A Salt Lake City based sleeper team of drivers, Perkins and Brown, claim 18 hours pay for an alleged improper dispatch out of Salt Lake City. A Portland based sleeper team arrived in Salt Lake City at 1:06 A. M. on May 24, 1964, and were dispatched out at 3:12 A. M. for Portland with a set of doubles, which was the first Portland load available after they arrived in Salt Lake City. The Salt Lake City team of Perkins and Brown were dispatched to Portland 18 hours thereafter. The Portland team had been dispatched bob-tail from Portland to Salt Lake City on May 22, and the team of Perkins and Brown had arrived in Salt Lake City before the Portland team had been dispatched from Portland.

Case #411.

JSC Motion: That the claim be paid as presented.

Deadlocked Utah-Idaho JSC 10/21/64.

November JWAC Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
11-4-1712 Watson Wilson Transportation Company

Intr.

Employees Alvin Molden, Robert Schmidt and Joe Miltenberger each claim \$25.36, in addition to what they were paid for work performed on their sixth day, Saturday, July 4, 1964.

November J.W.A.C. Action: Postponed.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 17, Denver, Colorado, and  
2-5-1748 Santa Fe Trail Transportation Co.

Termination

Bud A. Thoennes states: I am filing a money dispute claim for wages starting Sept. 28, 1964 thru Oct. 8, 1964. On Sept. 24, 1964 I was released to return to work effective Sept. 28, 1964 by Dr. Girard who is my own personal physician. On Sept. 24th Dr. Prinzing requested a copy of Dr. Girard's medical report & release from Mr. Snider, who had it in his possession, from approximately Sept. 21st. These reports were refused Dr. Prinzing, & to my knowledge he still hasn't possession of them. Dr. Prinzing stated under said conditions it was impossible for him to release me to return to work.

Case #37.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 11/4/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-5-1749 Interlines-Blankenship Motor Express.

P & D

Dispute Wills claims hostler rate of pay from 11-30-64, because he was the hostler prior to that time and was reduced to fork lift scale when he was put on the dock. Company reduced his pay because he was assigned to the dock after company determined that he was not qualified as a hostler.

Case #1624.

JSC Motion: That the Union's position be upheld based on the facts presented.

Deadlocked California Bay JSC 12-17-64.

*Union won claim.  
Company paid.*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 70, Oakland, California, and  
2-5-1750 Navajo Freight Lines.

P & D

Dispute Meyer instructed at 11:30 p.m. to deliver a drum of fuel to a stalled truck on the highway at Livermore. The Union claims time-and-one-half pay for the whole shift, for delivery away from the terminal. Company claims that this was not a freight moving operation, and therefore, the man was properly paid at straight time including his shift differential.

Case #LD 1604.

JSC Motion: None given.

Deadlocked California Bay JSC 11/19/64.

*Union's claim upheld.*  
*Company paid.*



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 78, Oakland, California, and  
2-5-1751 O.N.C.

Auto- Union maintains company in violation of contract using outside  
motive help on Saturday and Sunday to do work, which is a time and  
Dispute one-half day, and leaving regular employees home.

Case #1350.

JSC Motion: That the company is in violation of the men's  
seniority whey they use outside help to perform the work, and  
that the Union's position be upheld.

Deadlocked California Bay 11/17 and 11/18/64. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1752 Consolidated Freightways, Inc.

OTR

Dispute The Union is requesting runaround pay for driver Wiedman in  
Case 551, and driver Harpster in Case 552, same circumstances.

The Union contends that the Company has dispatched Seattle drivers from Pendleton to Portland, a recognized division point, and on through to Seattle, another recognized division point, without taking their rest. The Union contends that the above named drivers in Portland were available and did not work therefore, they are entitled to their runaround claims. The Union relies on JWC Case 2-4-1257, 741 vs. O.N.C.

Case #551 and 552.

JSC Motion: That the Union's position be upheld and that the claim be paid.

Deadlocked Oregon JSC 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1753 Los Angeles-Seattle Motor Express.

OTR

Dispute Local Union No. 81, Portland, is claiming runaround pay for  
driver Demarest, from Los Angeles-Seattle Motor Express,  
for a runaround incurred on 9-22-64.

Case #534.

JSC Motion: That the claim of the Union be denied.

Deadlocked Oregon JSC 12/7/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1754 Los Angeles-Seattle Motor Express.

OTR

Dispute Local Union No. 81 alleges that the Company failed to furnish  
transportation to line drivers at their relay point of Yreka,  
California.

Case #535.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC 12/7/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1755 Los Angeles-Seattle Motor Express.

Warning Letter Local Union No. 81 protested the issuance of a Warning Letter to Robert Mann by Los Angeles-Seattle Motor Express on October 9, 1964, for alleged failure to be available for work.

Case #536.

JSC Motion: That the Warning Letter be sustained.

Deadlocked Oregon JSC 12/7/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1756 Los Angeles-Seattle Motor Express.

OTR  
Dispute Local Union No. 81 is protesting a pay claim denial for driver  
Demarest by Los Angeles-Seattle Motor Express for alleged  
abuse of free time at Oakland on trip, October 27 to 29, 1964.

Case #537.

JSC Motion: That the claim of the Union be paid.

Deadlocked Oregon JSC 12/7/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1757 Oregon-Nevada-California Fast Freight.  
Discharge

Local Union No. 81 is protesting the discharge of Harold Allan Steneham for alleged dishonesty.

Case #530.

JSC Motion: That the discharge be changed to a Warning Letter and the man be returned to his job on his next regular shift. Any reference to dishonesty is to be removed from his file.

Deadlocked Oregon JSC 12/7/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 81, Portland, Oregon, and  
2-5-1758 Pacific Intermountain Express.

OTR

Dispute Local Union No. 81 is claiming violation of Article 54, Section 3, sub-paragraph (b), "Equipment Out of Service", of the National Master Freight Agreement and Over-the-Road Supplement, by Pacific Intermountain Express. The Union is claiming eight (8) hours breakdown pay for sleeper team Smith and Novach.

Case #547.

JSC Motion: That the Union's position be upheld and that the claim be paid.

Deadlocked Oregon JSC 1/11/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
2-5-1759 Pacific Intermountain Express.

OTR

Dispute Local 180 takes the position that Pacific Intermountain Express owes O. C. Winn and G. Young, 8 1/2 hours run around time at the rate of \$3.07 per hour. A total amount of \$25.33 due each man. They were run around by the Oakland team in Rawlins.

Case #SC-1-65-5230.

JSC Motion: That the claims of O. C. Winn and G. Young be allowed.

Deadlocked Southern California JSC 1/14/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case #            Local 85, San Francisco, California, and  
2-5-1760        Airport Drayage  
Joint  
Council #7       Johnson, Thiel, Hutchins and Urso claim three hours each  
Dispute         at double time when they were worked starting at 11 p.m. on  
                 Sunday. They were paid the one hour at the beginning of their  
                 shift at double time and they claim that the four hour guarantee  
                 for Sunday work under Article 52, Section 4, applies.

Case #LD 1613

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC 1/7/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 85, San Francisco, California, and  
2-5-1761 Pacific Motor Trucking Co.

MASTER  
Dispute

LD-1289 (Local 85 vs PMT). Union claims an agreement between Locals 70 and 85 prohibits the Employer from sending a bobtail unit from one jurisdiction into the other to pickup a full box and return in a Transbay operation. Employer claims there is no such agreement, that past practice has been to the contrary for many years, and that the industry practice likewise has not been as the Union claims.

LD-1550 (Local 85 vs PMT). Case returned to this Committee as no accord reached when case referred to the Negotiating Committee. Case formerly heard as case LD-1289. Motion deadlocked that the Union's position be upheld.

Case #LD-1550.

JSC Motion: That due to the facts presented, this case is referred to the Negotiating Committee with people with knowledge of the Transbay operation, and Messrs. Beatty and Kirby be present to outline the problem and present the views of this committee.

Deadlocked California Bay JSC 10/1/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 94, Visalia, California, and  
2-5-1762 Dart Transportation.

OTR

Dispute The Union claims that Dart Transportation discontinued a run prior to receiving approval from the JWC Change of Operations Committee. The Union claims time for the time the man was improperly laid off before the approval granted at the JWC.

Case #CV-124-1142.

JSC Motion: That the Union's position be upheld and the driver be paid for time lost from September 22, 1964 until November 11, 1964, when the Change of Operations was approved.

Deadlocked California Valley JSC 12/18/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1763 Consolidated Copperstate Lines.

OTR

Dispute Local 180 takes the position Consolidated Copperstate should pay W. E. Goode and L. J. Smeykal a full 22 1/2 hours pay time at the rate of \$3.07 per hour, less 10 hours which they were paid. They were called to work on 10/5/64 at 3:00 p.m. at their lay-point, El Paso, and were not dispatched until 1:30 p.m., 10/6/64. They were paid 10 hours.

Case #SC-12-64-5008.

JSC Motion: That based on the facts as presented, the claim of 12 1/2 hours for each man be allowed.

Deadlocked Southern California 12/7/64. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1764 Consolidated Copperstate Lines.

OTR

Dispute Local 180 takes the position that Bob Higgins and Mat Sebastian should be paid 10 hours abuse of free time at the rate of \$3.07 per hour. They were put off the clock in El Paso at 10:24 A. M. and were held for 10 hours. They then pulled a trailer to Los Angeles that was sitting in the yard the day of their arrival.

Case #SC-1-65-5210.

JSC Motion: That the claims of Bob Higgins and Mat Sebastian be allowed.

Deadlocked Southern California JSC 1/14/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1765 Consolidated Freightways, Inc.

OTR

Dispute Local 180 takes the position that Lewis Funk and Paul Johnson should be paid 2 1/2 hours at the rate of \$3.07 per hour. A total sum of \$7.68 due each man. They were broken down because they ran out of fuel per Company instructions on driving orders.

Case #SC-1-65-5212.

JSC Motion: That the claims of Lewis Funk and Paul Johnson be denied.

Deadlocked Southern California 1/14/65/. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
2-5-1766 Consolidated Freightways, Inc.

OTR

Dispute Local 180 takes the position that Consolidated Freightways, Inc.  
owes H. L. Bennett and S. Williams 11 1/2 hours abuse of  
free time at the rate of \$3.07 per hour. A total amount of  
\$35.31 due each man.

Case #SC-1-65-5214.

JSC Motion: That H. L. Bennett and S. Williams be compensated  
4 hours and 35 minutes each.

Deadlocked Southern California 1/14/65. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1767 Los Angeles Seattle Motor Express.

OTR

Dispute Case #5218: Local 180 takes the position that L. A. Seattle Motor Express owes A. Beppele and A. McCurdy 22 hours run around time at the rate of \$3.07 per hour. A total sum of \$67.54 due each man. A leasee was used when these men were in their home terminal and available for work. They were not offered the work..

Case #5220: Local 180 takes the position that L. A. Seattle Motor Express owes J. Parrish 22 3/4 hours at the rate of \$3.07 per hour. A total sum due of \$69.85. A leasee was used when Parrish was in his home terminal and available for work, but not offered the work.

Case Nos. SC-1-65-5218 and 5220.

JSC Motion: That the claims of Beppele, McCurdy and Parrish be allowed.

Deadlocked Southern California 1/14/65.(JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1768 Pacific Intermountain Express.  
OTR  
Dispute

Local 180 takes the position Pacific Intermountain Express owes Ray Cleveland and K. W. Cexton 13 hours breakdown time. A total of \$39.91 due each man plus \$5.48 hotel bill and meals while on breakdown.

Case #SC-1-65-5227.

JSC Motion: That the claims of Cleveland and Cexton be denied.

Deadlocked Southern California JSC 1/14/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
2-5-1769 Pacific Intermountain Express.

OTR

Dispute

Local 180 takes the position that the Company (Pacific Intermountain Express) owes R. W. Bangham the amount of \$89.83 for a full trip to Oakland and return, because he was not properly notified to report for duty. This man is an extra board man and he was waiting for a call. The dispatcher was impatient and did not give him time to answer the phone.

Case #SC-165-5231.

JSC Motion: That the claim of R. W. Bangham be denied.

Deadlocked Southern California JSC 1/14/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 180, Los Angeles, California, and  
2-5-1770 Pacific Intermountain Express.

OTR

Dispute Local 180 takes the position Pacific Intermountain Express  
owes Harold Tiek 52 hours runaround time at the rate of \$3.07  
per hour. The total sum due him being \$159.64. Due to the  
fact the Company did not put his truck back in its rightful  
position when it arrived in Los Angeles.

Case #SC-1-65-5233.

JSC Motion: That due to the fact that their regular equipment  
was broken down and the team accepted spare equipment, the  
claim of the Union is denied.

Deadlocked Southern California JSC 1/15/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1771 Pacific Intermountain Express.

Warning  
Notice Local 180 takes the position the warning notice given to Paul  
Weisgerber was not justified.

Case #SC-1-65-5237.

JSC Motion: That based on the facts as presented, the Warning  
Notice issued to Paul Weisgerber is untimely.

Deadlocked Southern California 1/15/65. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 180, Los Angeles, California, and  
2-5-1772 Pacific Intermountain Express.  
OTR  
Dispute

Local 180 takes the position Pacific Intermountain Express should pay J. E. McKelvey and A. R. Wilson 10 1/2 hours at the rate of \$3.07 per hour for abuse of free time. A total sum of \$32.23 due each man.

Case #SC-1-65-5228.

JSC Motion: That the claims of McKelvey and Wilson be allowed.

Deadlocked Southern California JSC 1/14/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 190, Billings, Montana, and  
2-5-1773 Consolidated Freightways

OTR

Dispute Teamsters Local 190 forthwith demands that Consolidated Freightways cease and desist in its attempt to force R.K. Spence to pay moving expenses incurred on his behalf in 1962 when Consolidated moved its sleeper base out of Billings. Local 190 also demands that Consolidated reimburse Mr. Spence for any and all expenses incurred because of its actions in regards to this matter. Local 190 also demands in accordance with Article 9 Section 4 of the Master Freight Contract that Mr. Spence be paid \$100.00 for making the move to the Missoula, Montana board which has never been paid.

Case #M-416.

JSC Motion: That Case #M-416 based on facts presented, the case be denied.

Deadlocked Montana JSC 11/20/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 190, Billings, Montana, and  
2-5-1774 Garrett Freightlines.

OTR

Dispute Local 190 requests pay for trips from Helena to Great Falls and return to Helena for the following men: James Davis, James Williams, Hall Cowen, Bert Emswiler, Ken Kratovil and Harlan Straight. Company sent these men to Helena and terminated them. Pocatello drivers picked up freight and took it to Great Falls.

Case #M-440

JSC Motion: That based on the facts presented the claim for pay be denied, but all Garrett freight at Helena destined for Great Falls shall be pulled by Montana domiciled drivers unless Garrett can show they have an approved singleman Pocatello-Great Falls division.

Deadlocked Montana 12/18/64.(JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 208, Los Angeles, California, and  
2-5-1775 Hills Transportation.

Termination The Local Union protests the termination of Art Hernandez for  
allegedly refusing to work.

Case #SC-11-64-4984.

JSC Motion: That based on the facts as presented, Art Hernandez  
be returned to work on his next regular shift with full seniority  
and compensated for all time lost.

Deadlocked Southern California JSC 11/4/64



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 208, Los Angeles, California, and  
2-5-1776 Transport Cartage & Distributing Co.

Warning  
Notice The Local Union protests the issuance of the warning notice to  
Manuel Magan , and the following, for allegedly "Failing to Follow  
Instructions."

Edward D. Rodriquez  
Valentine W. Yeager  
Antionio Q. Olivera  
Lawrence B. Kelly  
Carl M. Arntzen  
Jack Burkett  
Zealand Hal Bean

John R. Knox  
James S. Daw  
Herbert A. White  
Edward A. Shane  
Robert A. Salido  
Joe J. Rodriquez  
Michael Napier  
Kenneth G. Warren

Case #SC-11-64-4937.

JSC Motion: That based on the facts as presented, the warning  
notice to Manuel Magan and 15 other drivers be withdrawn.

Deadlocked Southern California JSC 11/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1777 Local 222, Salt Lake City, Utah, and  
Rio Grande Motor Way, Inc.

Seniority  
Dispute Arthur E. Cooper states: I would like to have my name put on the  
Rio Grande Motor Way seniority list at Salt Lake City, Utah. Rio  
Grande Motor Way in Utah, Grand Junction to Salt Lake was formerly  
Carbon Motorway, Inc.

Case #13.

JSC Motion: Remanded to the J.W.A.C. as Local No. 222 is  
concerned and involved in this case.

Date of Action: Colorado-Wyoming JSC 11/2/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 224, Los Angeles, California, and  
2-5-1778 Page Trucking.

Dis-  
Charge Local No. 224 on behalf of Joseph Bracamontes protests his  
discharge on 11-16-64 for carrying unauthorized passengers.

Case #SC-12-64-5071.

JSC Motion: That based on the facts as presented, the discharge  
of Joseph Bracamontes be upheld.

Deadlocked Southern California 12/9/64. (JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 287, San Jose, California, and  
2-5-1779 R. Cali & Bros.

OTR

Dispute Money claim for John Givich. Union claims Givich was improperly paid for the type of work that he was doing, that he did not receive the highest rate for the day, therefore, the Union wants to pick up the proper rate of pay. Company maintains they were going on the new contract. The new contract that had been instructed by the C.T.A. was in effect, and also on the mixture of duty that was included in the new Agricultural Supplement.

Case #CB 1291.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC 11/17 and 11/18/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 287, San Jose, California, and  
2-5-1780 Western.  
OTR  
Dispute Money claim Larry Vargus. Union claims Oakland driver  
bobtailed out of Oakland to San Jose, picked up a loaded set of  
trailers, took them to Tulare, when he met a Los Angeles driver  
and exchanged loads and returned with a set of trailers to Oakland.  
Company maintains that Tinsley did bobtail from Oakland, picked  
up .load from San Jose, and met an Oakland destined load and returned  
to Oakland with it. Tinsley is a regular driver out of Oakland on  
a long line bid.

Case #CB-1360.

JSC Motion: That the Union's position be upheld.

Deadlocked California Bay JSC 11/17 and 11/18/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 313, Tacoma, Washington, and  
2-5-1781 Evert's Commercial Transport, Inc.  
Tanker  
Dispute Violation of Article 61, Section 4-c, Run-around of Tanker  
Supplement of Master Freight Agreement. Violation occurred  
on 10/21/64. We have contacted the company and tried to  
resolve this matter to no avail. This is the same clause as  
the Dry Freight and we feel we are entitled to have the contract  
language upheld.

Case #1078 (U)

JSC Motion: That drivers at Evert's Commercial Transport  
were dispatched properly.

Deadlocked Washington JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 357, Los Angeles, California, and  
2-5-1782 Panda Terminals.

Discharge For and on behalf of: Fred Fernandez. Complaint by Fernandez:  
"I am asking to be reinstated with full seniority rights and full  
pay for every day that I am off, holidays, overtime pay, and if  
my son is born after December 20, 1964, I want Panda Terminals  
to contribute \$150.00 towards the expense.

Case #SC-12-64-5137.

JSC Motion; That based on the facts as presented, the discharge  
of Fred Fernandez be upheld.

Deadlocked Southern California 12/8/64.(JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1783 Insured Transporters.

Warning

Notice Local 468 wishes to protest the Warning Letter issued to  
Mathews.

Case #CB-1260.

JSC Motion: That the Warning Letter be sustained.

Deadlocked California Bay 11/17 and 11/18/64. (JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and  
2-5-1784 Navajo Freightlines.

OTR

Dispute Men were dispatched to Las Vegas, Nevada with a load of high explosives which was to go through Needles, California, the Hi-Ex route 1,310 miles. At Kingman, Arizona, clutch went out and load was sent by another truck to destination. Repairs made to truck and men ordered to return to Albuquerque. Company paid 1,000 miles, men claim full mileage of original dispatch, a difference of 310 miles.

Case #1311.

JSC Motion: That the Union claim be denied.

Deadlocked California Bay 11/17 and 11/18/64. (JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 468, Oakland, California, and  
2-5-1785 Navajo Freightlines.

OTR

Dispute Engle and Aggers claim eight (8) hours pay for doing local  
work after reaching their lay point at Manteca, California.

Case #CB 1321.

JSC Motion: That the Union's position be upheld in this case.

Deadlocked California Bay JSC 11/17 and 11/18/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 468, Oakland, California, and  
2-5-1786 Navajo Freightlines.

OTR

Interpre- On August 16, 1964, Jack Steyer refused to unload 1300 lbs. at  
tation Manteca and Fresno outside the normal hours that the terminal  
was open. Steyer was on a dispatch from Albuquerque to  
Oakland with an enroute drop at Manteca and Fresno on his  
written instructions.

The question to be interpreted is: "Can employer require  
sleeper driver to unload at enroute point and discipline employee  
if he refuses?".



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 468, Oakland, California, and  
2-5-1787 Pierce Freightlines, Inc.  
OTR  
Dispute Union maintains that Pierce Freightlines has to pay check and  
fuel as they have in the past.

Case #1349.

JSC Motion: That the Union's position be upheld, under the  
maintenance of Standards clause of the Agreement.

Deadlocked California Bay JSC 11/17 and 11/18/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 692, Los Angeles, California, and  
2-5-1788 M & M Transfer

OTR

Dispute It is the Union's position that Driver Dwayne Huntsman is entitled to a day's pay of eight (8) hours at the applicable hourly scale for each of October 28 and October 30 for the following reasons:

Driver Huntsman was left at home and not called to work but instead M & M Transfer used a lease operator on above named days to haul steel from Kyser Fontana to A. J. Bayer Steel in Los Angeles.

Case #SC-12-64-4998.

JSC Motion: That based on the facts as presented, the claim of Dwayne Huntsman be denied.

Deadlocked Southern California 12/7/64. (JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
\* \* \* \* \*

Case # Local 692, Los Angeles, California, and  
2-5-1789 Owl Truck & Construction Company.

MASTER

Dispute Over the period of the last 11 years, Patterson has always received premium pay and the same increases as negotiated in the Contract. Therefore, we are requesting the Company pay Patterson 10¢ an hour retroactive to July 1, 1964 and continue to pay this wage of \$3.81 an hour as they have for the last 11 years.

Case #SC-12-64-5000.

JSC Motion: That based on the facts as presented, Jack Patterson's personalized rate of pay shall be \$4.08  $\frac{1}{2}$  effective July 1, 1964.

Deadlocked Southern California 12/7/64. (JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1790 Consolidated Freightways, Alaska Division

OTR

Dispute This Company is signatory to a rider that is supplemental to the 1964-1967 Western States Area Over-the-Road Agreement. Chain time is not excluded as paid for time in this Rider, also fuel time is not excluded when drivers physically perform the fueling. It is the contention of the Union that this Company be obligated to pay these items in conformity to other sleeper cab operators under this Agreement.

Case #1054 (U)

JSC Motion: That based upon the conditions as listed in the Alaska Rider drivers be paid chain and fuel time when they actually perform the fueling and chaining.

Deadlocked Washington 12/3/64.(JSC)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 741, Seattle, Washington, and  
2-5-1791 Consolidated Freightways, Inc.

OTR

Dispute

On October 5, 1964, driver "Kudrna", out of Portland, dropped Tractor 32-96 and semi-trailer 85-61 in Seattle that was destined for Bellingham from Portland; then picked up Tractor 32-24 and semi-trailer 67-400 with Seattle to Bellingham freight. He left Seattle at 0315. Shortly after, another Portland driver, "Horton", dropped Tractor 32-186 and semi-trailer 93-7099 at Seattle, then picked up the units that "Kudrna" had dropped and proceeded to Bellingham at 0400 or 45 minutes after "Kudrna". The application for Portland-Bellingham operation, Case #3-259, April 16, 1959, gave no permission to change complete units north bound at Seattle. It is the position of Local 741 that in this case, where complete units were changed in Seattle north bound, that such changing is contrary to the Change of Operations Case 3-259 and Bruce Beers, a Seattle board driver who did not work, should be compensated for a minimum day's pay.

Case #1058 (U)

JSC Motion: That the claim of the Union be denied.

Deadlocked Washington JSC 12/3/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
2-5-1792 Garrett Freightlines, Inc.

OTR

Dispute Case 1029: Dale Eikenbery, bid driver on the Seattle-Lewiston run for Garrett Freightlines, on 3 trips (trip tickets T-10120, T-77231 and T-29072) from Lewiston to Seattle was paid miles and hours. It is the position of Local 741 that these trips should have been paid for as two divisions.

Case 1030: Larry Andrews, Garrett Freightlines driver, on September 10, 1964, (trip ticket T-28741) was dispatched from Moscow, Idaho to Seattle via Pasco. He was paid miles and hours. It is the position of Local 741 that this trip should have been paid for as two divisions.

Garrett Freightlines - Change of Operations Case #11-563, approved for the Seattle-Lewiston operation effective December 1, 1962, named the route to be used and said the route was not through Pasco. The approximate mileage on the route approved is 320 miles and approximate mileage through Pasco is 369 miles.

Case #1029 and 1030.

JSC Motion: That claims of the Union be denied in Cases 1029 and 1030.

Deadlocked Washington JSC 11/4/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
2-5-1793 Inland Transportation Company

Warning  
Notice

Virgil Casias, received a warning notice for a garnishment. However, the garnishment was not effective due to legal technicality. The Company never paid nor had to pay any money on this garnishment and it was eventually withdrawn by the court. The Union position is the warning notice be rescinded.

Case #997 (U)

JSC Motion: That in Case 997 (U) the letter of warning be upheld.

Deadlocked Washington JSC 11/4/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
2-5-1794 Los Angeles Seattle Motor Express

OTR

Dispute The subject man be paid this claim when he must wait enroute  
to abide by Company bulletin that has resulted in this man receiving  
a warning notice threatening termination if he arrived too early

Case #1060 (U)

JSC Motion: That in Case No. 1060 (U) claim be denied.

Deadlocked Washington 12/2/64.(JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
2-5-1795 United-Buckingham Freight Lines

Interpre-  
tation

Case #1090 (U) - Subject: On 10/14/64, Spokane driver Saling, divisioned to Yakima, took his rest in Yakima, loaded Yakima Firing Range for Tacoma, came from Tacoma to Seattle then returned to Spokane. This is not an approved operation. Ted Parmenter, Seattle line driver, should be compensated for amount made by this Spokane man. Violation of JWC Case #5-3-748.

Case #1091 (U) - Subject: On 9/30/64 Ed Smith heavy duty pickup and delivery man at Moses Lake ran from Moses Lake to Seattle to Moses Lake. The Union claims the Company has never applied for this run. Also, the same run was run on 10/14/64 by Ed Smith. However, Smith came from Moses Lake to Othello to Seattle and then from Seattle to Wenatchee to Moses Lake. This run has never been approved by the JWC and is further a violation of ICC hours of service. Ned Clough, Seattle line driver, has a run-around due on both of these days. Company doesn't agree that the Moses Lake driver went through Othello. Driver left Moses Lake at 1800 hours with Basin produce picked up in Moses Lake for Waddens in Seattle.

Case #1092 (U) - Subject: On 10/7/64, Portland driver Hogan, came from Wenatchee with a drop in Tacoma. This is not an approved run from Portland to Yakima to Wenatchee to Tacoma. This Wenatchee is a Seattle run. Robert Guthrie is entitled to a minimum days pay for this run.

Case #1093 (U) - Subject: On 11/20/64, Grosson, a Portland man, out of Pasco to Seattle, dropped and picked then went to Portland. Union claims two (2) divisions pay for first Seattle man up. Also, the Union asks for cease and desist on this run.

Case #1094 (U) - Subject: On 10/27/64, a Portland driver came into Seattle from Lewiston, Idaho, then later proceeded to Portland via Hoquiam with 5511-77212-21-23136. Union claims two (2) divisions pay for Keith Birk, who did not work. Union also asks for cease and desist.

Case #1095 (U) - Subject: On 11/19/64, Portland driver, Bob Cook, came out of Wenatchee and picked up 6004 and 70-100 then went to Portland. This is not an approved run. Therefore, Union claims two (2) divisions pay for Ed Budka, who did not work on days in question. Union also asks for cease and desist.

(continued)



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 741, Seattle, Washington, and  
2-5-1795 United-Buckingham Freight Lines

Interpre-  
tation  
(con't)

Case #1096 (U) - Subject: On 11/24/64, Grosson, Portland man, came in from Pasco at 0500, dropped set of boxes here, out for Tacoma and Portland at 0545. Union claims two (2) divisions pay for Seattle driver who did not work on this day. Also cease and desist on this run until it is properly approved.

Case #1097 (U) - Subject: On 10/26/64, Portland driver came from Wenatchee, dropped in Seattle, picked up 5519-54136-54154 for Portland. Union claims two (2) divisions pay for Guthrie the Seattle man who did not work. Also ask for cease and desist.

Case Nos. 1090 (U) through 1097 (U).

JSC Motion: That in view of the fact Cases 1090 (U) through 1097 (U) involve various Locals and Areas, and drivers in various Locals and Areas and the matters are considered interpretive, it is moved that these cases be forwarded directly to the Joint Western Committee. This Motion Carried.

Date of JSC action 1/7/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 775, Denver, Colorado, and  
2-5-1796 Denver Chicago Trucking Co., Inc.  
Automotive  
Dispute

Erasmus Guerra claims double time pay for work performed  
by a junior employee 7/4/64.

Case #41.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 8/5/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

\* \* \* \* \*

Case # Local 839, Pasco, Washington, and  
2-5-1797 Northern Pacific Transport, Inc.

Interpre- Failure to pay 40 hours guarantee for work ending 18th of  
tation September, 1964, Bob Frare.

Case #1038 (U).

JSC Motion: M/M/S/C that the matter in Case No. 1038 (U)  
being interpretive be moved to the appropriate committee for  
interpretation based on the facts in the case.

Date of JSC Action 11/4/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 886, Oklahoma City, Oklahoma, and  
2-5-1798 Transcon Lines.

Interpre-  
tation

Local 886 requests the following interpretation of the OTR Supplement. "Can Transcon Lines designate the hotel or motel the drivers must stay in at the away-from-home terminal when the sleeper cab drivers are required to pay for their own lodging?"

Also, must the Company pay for the driver's transportation to and from the hotel?



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #            Local 886, Oklahoma City, Oklahoma, and  
2-5-1799        Transcon Lines.  
OTR

Interpre-        Clifford Beach (886) stated that Joe Luna became ill at Holbrook,  
tation            Arizona enroute to Los Angeles. The doctor advised that he  
                 return to Oklahoma City. The Company refused to pay an eight  
                 hour guarantee.

The Company asks for an interpretation. The Company has  
this problem enroute and at destination quite frequently when  
drivers become ill. He stated this time the Union asks for eight  
hours, although the Company has handled it in several different  
ways.

Case #102.

The question will be referred by the Southwest Joint Area  
Grievance Committee to the Western States for interpretation.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 890, Salinas, California, and  
2-5-1800 Delta Lines.

P & D

Dispute Burris D. Weaver claiming time and one-half for 8 hours on  
Saturday, October 24, 1964. Company worked 4 men with less  
seniority on that date. Company claims that since men had already  
worked 54.1 hours, he therefore had no hours remaining to work  
under ICC regulations.

Case #1626.

JSC Motion: That the Union's claim be upheld.

Deadlocked California Bay JSC 12/17/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
2-5-1801 Consolidated Freightways, Inc., Bulk Division

Tanker

Dispute Arnold J. Blazek states: I was employed by Consolidated Freightways Bulk Commodities on 7/13/64 pulled my first load from Continental Refining Co. to 10000 West Colfax. I worked through July 30, 1964. The company since this date has not called me to work, sent me a letter of layoff or termination. I request that I be placed on the CF seniority list effective date of July 13, 1963, be compensated for all time lost from July 29, 1964 to date of my re-employment and that the company also pay me the contract scale from July 13, 1964 to July 29, as I only received 20% on the gross revenue during this period.

Case #18.

JSC Motion: None given.

Deadlocked Colorado-Wyoming 11/4/64. (JSC).



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1802 Consolidated Freightways, Inc.  
OTR  
Dispute

Harry Bath, on behalf of all Local #961 members employed at Consolidated Freightways, Inc. states: The following letter was sent to Consolidated Freightways, Inc. 11/18/64: "Commencing December 1, 1964, this Local Union will expect your Company to comply with Art. 38, Sec. 11 of the National Master Freight Agreement and Western States Area Over-the-Road Supplemental Agreement, on all piggy backs going to rail in your Denver, Colorado operations. It is this Local Union's position this also means signing piggy backs in on the Denver sign in and sign out sheet, as well as out, as provided in this Art. 38, Sec. 11 /s/Harry Bath, President, Local #961 Cert. #534881 RRR.

This Carrier has failed to comply with Art. 38, Sec. 11 of the 11 Western States Supplement.

Case #42.

JSC Motion: None given.

Deadlocked Denver-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
2-5-1803 Illinois California Express, Inc.

OTR

Dispute Elmer W. Ealey states: Upon arrival in Albuquerque, New Mexico, #7362 was not operable. We arrived there at 12:00 noon on 10/1/64 and departed at 12:00 noon on 10/2/64, a total of 24 hours. We asked 8 hours breakdown for which we were paid. We also asked 8 hours layover for which we were not paid.

Case #14.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 11/4/64.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1804 Rio Grande Motor Way, Inc.  
OTR  
Dispute

Thomas W. Snyder states: Piggybacked trailers 1956-1739.  
Held a vail load in 5129. I claim one round trip.

Case #4.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1805 Rio Grande Motor Way, Inc.  
OTR  
Dispute

Theophil M. Kilian states: I was home and available for call,  
and the Company pigged, trailers 101-2116, 76-3135, 76-1523.  
I claim one round trip.

Case #5.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1806 Rio Grande Motor Way, Inc.  
OTR  
Dispute

Theophil M. Kilian states: I was home and available for work and was not called. Company pigged trailers 1877, 1361, 1873. I claim one round trip.

Case #6.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1807 Rio Grande Motor Way, Inc.  
OTR  
Dispute

Theophil Kilian states: I was home and available for call, and  
Company pigged six trailers out 700-101-500-344, Navajo 7105.  
I claim one round trip.

Case #7.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1809 Rio Grande Motor Way, Inc.  
OTR  
Dispute

Thomas W. Snyder states: I was home and available for call  
and they pigged 101X, trailer 2112, 61X , 3155, and I am  
claiming a round trip.

Case #9.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 961, Denver, Colorado, and  
2-5-1810 Rio Grande Motor Way, Inc.  
OTR  
Dispute

Thomas W. Snyder states: I was home and available for this run. The Company piggy backed trailer 494-1860 to Delta, Colorado, and I claim pay for this trip.

Case #10.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case #           Local 961, Denver, Colorado, and  
2-5-1811       Rio Grande Motor Way, Inc.  
OTR  
Dispute

Thomas W. Snyder states: I was home and available for  
this run. The Company piggy backed trailers 2438-4496-700-101.

Case #11.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE  
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Case # Local 961, Denver, Colorado, and  
2-5-1812 Rio Grande Motor Way, Inc.  
OTR  
Dispute Thomas W. Snyder states: I was home and available on  
12/4/64 and company pigged trailer 101-2422, 3214-700, 105.

Case #12.

JSC Motion: None given.

Deadlocked Colorado-Wyoming JSC 1/6/65.



DISPUTE CASES FILED BEFORE THE JOINT WESTERN AREA COMMITTEE

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Case # Local 962, Medford, Oregon, and  
2-5-1813 Pierce Freightlines, Inc.

OTR

Dispute Local Union No. 962, Medford, is requesting cab fare for all  
Medford based drivers away from their home terminal. Fare  
to be from and to Pierce Freightlines' terminal to public transporta-  
tion at Oakland, California and Portland, Oregon. Public  
transportation that runs at fifteen minute intervals or less.

Case #538.

JSC Motion: That the Union's position be upheld.

Deadlocked Oregon JSC 12/7/64.